AI-14667 **6.B.**

457 plan withdrawal

CC REGULAR

Date:	03/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 plan withdrawal request due to hardship for Employee #099597.

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/20/2009 07:23 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/20/2009 08:48 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Angela Garcia			Started On: 03/19/2009 03:13 PM	
Final Approval Date: 03/20/2009				

Employee #099597

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 RETIREMENT PLAN

Participant I [redacted] DEZ (0

Address [redacted] ED. TX 78

Social Secu [redacted] **Daytim** [redacted] 12

SECTION I [redacted]

I understand [redacted] to be due to fin [redacted] the amount of the withdraw [redacted] ate and heavy [redacted] ve obtained all distributions, [redacted] ncial hardship, [redacted] ntly available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(X) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 3-13-09

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-14681 **6.C.**

Census 2010 Committee

CC REGULAR

Date:	03/24/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and appointment of Census 2010 Committee Members.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/20/2009 02:22 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/20/2009 03:56 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Sergio Cruz — Started On: 03/20/2009 01:03 PM

Final Approval Date: 03/20/2009

AI-14683 **6.D.**

Right of Way Travel

CC REGULAR

Date:	03/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Right of Way Dept.:
Discussion, consideration and action approving Out of County Travel on 2/12-13/09 IRWA Region II Winter Forum Meeting.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1200-431-00-260-001-0-583

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $14,551.23 as of 3/20/09. No files attached at this time. Unable to determine fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/20/2009 02:41 PM	APRV
2	Dale Kennan	Dale Kennan	03/20/2009 03:30 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Angela Garcia			Started On: 03/20/2009 02:27 PM	
Final Approval Date: 03/20/2009				

AI-14661 **7.A.**

Payment of Montalvo Insurance for Adjustment to Vehicle Insurance
CC REGULAR

Date:	03/24/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	DBM for Safety Division
Department:	BUDGET & MANAGEMENT
Agenda Category:	Safety Division

Information

CAPTION

Approval to make payment of invoice, dated 2/13/2009, for Montalvo Insurance Agency, in the amount of $30,610.00, for the adjustment of the County Wide Commercial Automobile Policy #GP06302049, due to an additional 233 vehicles being added to said policy in 2008. Request authority for County Treasurer to issue a manual check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-00-115-025-0-522

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding placed in 2008 but it appears check was never cut.

Attachments

Link: Corrected invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 01:31 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/20/2009 10:02 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Dale Kennan — Started On: 03/19/2009 11:33 AM

Final Approval Date: 03/20/2009

HIDALGO COUNTY
DBM SAFETY DIVISION

2009 MAR 2 PM 12 01

INVOICE
02/13/2009

HIDALGO COUNTY
BUDGET OFFICE
2009 MAR 19 PM 1 20

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: Hidalgo County
PO Box 1356
Edinburg, TX 78540

Type of Coverage: Commercial Automobile Policy #GP06302049	
Company: Chubb – Travelers Insurance Company	
Term: 01/01/2008 – 01/01/2009	
Audit: A total of 233 additional units have been accounted for. The initial number of units was 830.	
Premium:	**$30,610.00**

3/19/2009

INVOICE RECEIVED BY:
Dale Keman on 3/2/09
GOODS/SERVICES RECEIVED BY:
on

8·1100·419·00·115·025·0·522

Total Premium Due: **$30,610.00**

The recent audit for the policy term listed above generated an additional premium of $30,610.00.

Payable Upon Receipt

Thank you for your business!

HIDAI CO COUNTY
DEM SAFETY DIVISION
2009 MAR 2 PM 12 01

Entity Name:	Hidalgo County
Policy Period:	01/01/2008 - 01/01/2009
Policy Number:	GP06302049

Liability Coverages

New Count		# of Powered Units		
1,063				
Old Count		count from any completed endorsements		
830	+		=	830
Difference				
233	-:-	2	=	116.50

Comprehensive Coverage

New Physical Damage		Original Cost New		
$22,087,113				
Old Physical Damage		values from any completed endorsements		
$20,459,051	+		=	$20,459,051
Difference				
$1,628,062	-:-	2	=	$814,031

Collision Coverage

New Physical Damage		Original Cost New		
Old Physical Damage		values from any completed endorsements		
	+		=	
Difference				
	-:-	2	=	

Specified Perils

New Physical Damage		Original Cost New		
Old Physical Damage		values from any completed endorsements		
	+		=	
Difference				
	-:-	2	=	

	old rates	multiplied by	exposures	equals	R/P or A/P
Liability:	238	x	116.50	=	$27,679
UM, PIP & MP Premiums are incl w/Liability		x		=	
Comprehensive:	0.360	x	$814,031	=	$2,931
Collision:		x		=	
SP:		x		=	
ADD KENTUCKY PREMIUM SURCHARGE OF 1.5%				NO	
ADD WEST VIRGINIA PREMIUM SURCHARGE OF 0.55%				NO	
ADD NEW JERSEY SURCHARGE OF 1.60%				NO	
				Calculated Premium:	$30,610.00
				Total Additional Premium:	**$30,610.00**

AI-14671 **8.A.**

Uniform Policy

CC REGULAR

Date:	03/24/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion, consideration, and approval of Emergency Services/Fire Marshal uniform policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-605

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$4,000 available balance

Attachments

Link: Uniform Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	03/20/2009 02:23 PM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 02:41 PM	APRV
3	Roland Garcia	Rolando Garcia	03/20/2009 03:28 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Sergio Cruz — Started On: 03/19/2009 04:42 PM

Final Approval Date: 03/20/2009

Department of Emergency Services **Approved by Commissioners**
County Fire Marshal Office **Court on: _____**

UNIFORM, CLOTHING POLICY

1.0 Purpose:

The purpose of this policy is to establish standards and guidance in the wearing of uniforms for those employees and persons assigned duties with the Hidalgo County Fire Marshal's Office. The uniform allows a visual identification of the person's assignment and agency at a glance. Dependant on duties and current assignment the uniform also serves as a personal protective garment. The uniform also serves to reflect a professional appearance by the wearer.

2.0 Affects:

The policy affects commissioned, non-commissioned and civilian personnel. Uniforms may be issued to commissioned, non-commissioned and civilian personnel based on job and duty assignment.

3.1 Proper Uniform Prescribed:

3.2 Personnel wearing the uniform will only wear the uniform and insignia while on duty; on official business, or while on assignment, as prescribed and approved herein.

3.3 In addition to on-duty wear, uniformed members are authorized to wear the uniform while attending any special ceremonial event, religious event, meeting, training, or other assigned duties that may require the uniform to clearly identify the person as a representative from the Fire Marshals.

3.4 Department Head/ Supervisor may authorize other forms of dress/clothing during special assignments and or designated casual attire days.

4.1 Improper Uniform Wear Prohibited:

Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature, and they are there to gather information, evidence, investigate any crime, or violation of local, state or federal law.

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5.0 Appearance in Uniform:

Personnel shall maintain a neat and professional military-type appearance while in uniform that shall be representative of the County and the Fire Marshal.

5.2 In general, the uniform shall be clean and neatly pressed. Footwear shall be clean and polished. Footwear that is not polish-able shall be maintained clean and free of debris. The badge and name-tag shall be replaced when they become unserviceable. Uniform shirts that are designed to be tucked into the trousers/pants, shall be tucked in.

5.2 In those circumstances where the uniform becomes extremely soiled or dirty because of the scene, personnel will make every effort to change into a clean uniform within a reasonable amount of time.

6.0 Approved Uniforms:

Only those uniforms listed herein shall be worn while on-duty. Badge and insignia emblems may embroider upon those uniforms, but no personalized embroidery shall be allowed to permanently affix to any uniform. Embroidered name tags area allowed but they must be affixed to the uniform with "Velcro" type tape. A metal name plate may be displayed when in uniform. The name tape or plate shall be worn directly above the right breast pocket.

6.1 Class A Uniform – May also be called a dress uniform. This uniform shall consist of a white uniform shirt, black trouser, black polished footwear. The duty belt with appropriate gear attached that is commensurate with the person's assignment The shirt shall have the Fire Marshal Patch on each sleeve, with the badge prominently displayed over the left breast pocket, and a gold colored name tag just over the right breast pocket. Any brass, silver or plated brass or silver fixtures shall be polished. Dependant on the time of year or event the shirt may either be short sleeve or long-sleeve with a black tie. A tie clip may be affixed to the tie. Rank insignia shall be prominently displayed on the collar. Awards, pins, and other entitlements that the person has earned through their career may be displayed in the form of ribbons or a ribbon board above the name tag with prior supervisory approval.

6.2 Class B Uniform - May also be called the utility uniform. This will be the daily wear uniform and will normally consist of a green shirt with khaki colored trousers/pants. Dependent upon the time of year and the weather, a long sleeve shirt may be worn in place of the short sleeve one.

6.3 Class B-1 Uniform – Another form of the utility uniform and will consist of a solid colored shirt with black trousers/pants.

6.4 Class C Uniform - This shall be any other uniform that is issued and may be classified as personal protective equipment, such as traditional structural fire-fighting gear (commonly referred to as "Bunker-Gear"; fire retardant shirts and pants or coveralls,

DRAFT

wild-land fire fighting clothing; Search and Rescue (SAR) uniform, and tactical uniforms. These types of uniforms shall be issued and worn for the assignment at hand. Uniforms of this nature shall meet or exceed the requirements set forth in the appropriate National Fire Protection Association (NFPA) for the particular item of personal protective equipment/clothing. Those personnel assigned equipment maintenance duties shall refrain from wearing the uniform of the day, while maintaining, repairing or installing equipment.

6.5 Headgear: Headgear is considered personal protective equipment and personnel will wear the appropriate headgear commensurate with the circumstances and situation. This includes but is not limited to "baseball type cap, "boonie style" floppy hats, hard hats, fire helmets, and rescue helmets. Headgear will have the appropriate insignias identifying the person wearing it as a member of the Fire Marshal's Office.

6.6 Footwear: Footwear is considered personal protective equipment and personnel will wear the appropriate footwear commensurate with the circumstance and situation. This includes but is not limited to, black polish-able boots or shoes, "steel toe" boots or shoes, hot weather boots/shoes, SAR boots, sneakers/tennis shoes, wet-shoes, oil resistant boots, rubber boots, etc. Other than boots or shoes worn on a daily basis, or wet-shoes, all other footwear shall meet or exceed those standards set forth by the National Fire Protection Association.

6.7 Gloves: Gloves will be issued and worn as personal protective equipment and will be commensurate with the circumstances and situation. Other than those gloves commercially available for everyday use, all others shall meet or exceed those standards set forth by the National Fire Protection Association.

6.8 Eyewear/Facewear: Dependant on assignment or the job at hand – eyewear may be issued to protect the eyes or face from ultraviolet light, projectiles, debris, and or heat. This section includes face and neck protectors with or without particle masks that are flame retardant or resistant. Protective eyewear must meet or exceed those standards set forth by ANSI or the National Fire Protection Association.

6.9 Undergarments: Undershirts shall display the Fire Marshal logo over the left front upper torso, and shall have distinct markings in large bold letters of a contrasting color of the undershirt with words, "POLICE" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INVESTIGATOR" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INSPECTOR & HIDALGO COUNTY FIRE MARSHAL emblazoned upon the back that will readily identify the person wearing it as a peace officer, investigator, or inspector. The undershirt will have a front pocket. It may or may not be fire retardant. Only those persons that are commissioned peace officers may wear clothing with the words POLICE on it. Undershirts may also be emblazoned with the Urban Search and Rescue logo on the back (USAR) and may be issued to those persons that are assigned those duties.

6.10 Belts: The trouser belt shall be made of nylon or ballistic webbing with a metal or aluminum buckle. These types of belts are normally referred to as "riggers-belt". When

wearing the presently issued no-buckle duty belt, the belt may be of such that matches the buckle-less system that is coated with “Velcro” hook & loop type material.

6.10 Outerwear: Shall consist of coats, jackets, traffic vests, rain-coat, and other foul weather gear. All issued outerwear coats and jackets, shall have the Fire Marshal patch attached to sleeves. High visibility vests, raincoats and other foul weather gear shall have the words “HIDALGO COUNTY FIRE MARSHAL” emblazoned upon the back in reflective lettering. Traffic Vests shall meet or exceed those standards set forth for emergency responders working alongside federal highways.

6.11 Shorts: Shorts may be issued and worn by those persons assigned swift water/deep water rescue. They shall be of the kind and style that is commensurate for the duties and assignments at hand.

7.0 Daily Wear:

The uniform of the day shall be worn daily during working hours, or during after-hour callouts. Once on-scene, an individual determination may be made as to what personal protective uniform to change into, unless information is provided beforehand about the scene, that would allow the responder to change into the appropriate uniform or personal protective clothing for the situation, prior to departure. Arson investigators may remove the outer shirt and display the undershirt while on-scene to prevent damage and staining to the outer uniform shirt.

7.1 Seasonal Wear: Determination of the summer or winter uniform shall be based on the advent of daylight savings time. On the first business day after the initiation of daylight savings time, the uniform shall change appropriately.

7.1 Law Enforcement Insignia: Only those persons that are fully commissioned as peace officers may wear any article of clothing that has the words “POLICE”, “LAW ENFORCEMNENT” , “COUNTY POLICE” or other similar language on them.

7.2 Civilian: Those persons that are employed by or assigned to the Fire Marshal’s Office may be issued uniforms if those persons are deployable to any scene, any emergency operations center, or any other location where it will be necessary to readily identify those persons as members of the Fire Marshal’s Office, this includes any person that normally works within the office environment or has duties assigned as a Fire Inspector only. These uniforms will not be personalized with the person’s name on it.

8.0 Badge/Identification Card:
A badge of office shall be issued to those persons that are assigned enforcement and/or inspection duties by the Fire Marshal. The badge shall be a seven (7) point star design with a round inlay.

8.1 Peace Officer - Badges shall be issued to those persons that are designated as peace officers. The badge design shall include a gold plated/color with the words HIDALGO

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COUNTY FIRE MARSHAL on it. It shall have an enameled blue state seal with the words THE GREAT STATE OF TEXAS around it.

8.2 Non Peace Officer - Badges may be issued to those non peace officers that under the employ or assignment to the Fire Marshal Office. The badge design for this badge will be a gold plated/color with the words HIDALGO COUNTY FIRE INSPECTOR on it. The state seal shall be of the same color as the badge.

8.3 Identification Card – In addition to the standard issue Hidalgo County employee identification card those persons assigned enforcement duties shall be issued an identification card that identifies the bearer as a member of the Fire Marshal's Office.

8.3.1 Peace Officer – Those persons commissioned as peace officers shall be issued an identification card with the design and language on it that complies with TCLEOSE rules. It will plainly state on it that the bearer is designated as a peace officer. The front of the card shall read "FIRE MARSHAL" on the right side of the card. It will have a depiction of the badge with a photograph underneath it, with the person's name and title. The employees County ID number shall be on the rear of the card, along with the officers' TCLEOSE uniquely assigned Personal Identification Number.

8.3.2 Non Peace Officer – Those persons that are not commissioned as peace officers shall be issued an identification card on which the language "NOT A PEACE OFFICER" is written upon it. The front of the card shall read "INSPECTOR". It will have a depiction of the badge with a photograph and person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

8.3.3 Civilian – Those employees and staff that are assigned office duties who may issue burn permits, review plans or conduct other duties assigned to the Fire Marshal shall be issued identification cards that will be similar in design to the above ones, the front of the card shall read "Civilian" on it. It will have a depiction of the badge with a photograph, the person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

9.0 Duty belt, holsters, & other equipment

9.1 Materials – all duty belts, holsters, and pouches shall be of high quality. The material used will be of same for each set. The material for the belt, holster or pouch may be natural leather, synthetic or a combination thereof.

9.1.1 Duty belt – The duty belt shall be worn with the Class A Uniform, and shall consist of a black leather belt. Any buckles or metal hardware shall be polished.

9.1.2 Holster – A pistol holster of the same material and color shall be affixed to the duty belt. The holster must have at a minimum level II retention. Level III is preferred.

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9.1.3 Pouches – accessory pouches for handcuffs, pepper spray, baton, magazines, etc. shall be of the same material and color. Pouches design may include a snap type retention device.

9.1.4 Location - The pistol holster shall be worn on the strong side alongside the trouser/pant seam. The magazine pouch shall be worn on the opposite side.
All other pouches and accessories shall be worn in a manner that is comfortable to the wearer. No pouches/holders may be worn in a manner that will interfere with the unsnapping or draw of the handgun.

9.1.5 Holster Set – Issued gun belts will be in a set that shall consist of the Class A set; Tactical Rig that includes a drop down leg holster, and a belt holster, magazine and handcuff combination holder for everyday wear. Each person commissioned as a peace officer shall be issued all three sets.

9.1.6 Bullet Resistant Vest: Each employee with a peace officer designation shall be issued a bullet resistant vest that is a minimum of level IIIA, (NIJ Standards) that may be worn under the uniform shirt. Additionally as funds permit, a level IV vest shall be acquired for each employee with a peace officer designation. The latter may be worn over clothing and will have the appropriate insignias and lettering identifying the person wearing it as a peace officer.

9.1.7 Bullet Resistant Helmet: Each employee with a peace officer designation shall be issued a bullet resistant helmet with a clear face-shield that is also bullet proof. The headgear shall meet or exceed NIJ standards that are in accordance with military standards.

9.1.8 Maintenance –All holsters and pouches that have retention devices shall be inspected once a month for malfunctions and wear. They shall be maintained, cleaned and lubricated as necessary. Any type of malfunction or unusual wear shall be reported immediately and replaced.

10.0 Civilian clothing - Personnel assigned to or employed by the Fire Marshal's Office may wear civilian type non-uniform clothing under the following circumstances.

10.1 Assignment – Personnel assigned undercover assignments may wear clothing appropriate for the environment that they will be working in.

10.2 Clerical and Support Staff - Personnel in those assignments may wear civilian clothing on a daily basis. The clothing must be office appropriate and may be classified as business attire. Clerical and support staff may be issued uniforms for those occasions when they may be deployed to an event or assigned to work in an emergency operations center.

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11.0 Casual Wear Days – On those days designated as such and with prior supervisory approval employees may wear business casual attire. Clothing worn must be presentable, appropriate and in good taste for an office setting.

12.0 Other: Nothing contained within this policy shall be construed to supersede any other county policy or procedure concerning a dress code, uniform policy, or any other policy.

12.1 Alterations and Upkeep: Any alterations to uniforms shall be the responsibility of the person issued to. Alterations may be made to the uniforms to insure proper fit. Uniforms will not be altered to the point where they are skin-tight or the alteration will affect the performance of the clothing. Employees are expected to launder and press their own uniforms.

12.2 Budget: Any and all items of clothing, footwear, headgear, and personal protective equipment garments that are issued to employees and those persons assigned to the Fire Marshal Office, shall only be purchased with County funds, and in accordance with and under the guise of standard purchasing policies of the County.

12.3 Personal Purchase: Employees are discouraged from using personal funds to purchase unique clothing and uniforms that have permanent logos of the County Fire Marshal's Office. Notwithstanding, nothing within this policy will preclude the purchase of clothing, uniforms, and personal protective equipment using employee's personal funds, as long as the quality and style of the clothing, uniforms and personal protective equipment meet or exceed the requirements set forth within this policy. Employees will not be reimbursed for those purchases made from personal funds. The employee purchasing their own uniforms and clothing shall notify the department head of such purchase via a memo that shall be kept in the employees file.

12.4 Separation: Employees separating from service or employ of the Fire Marshal's Office shall return all issued clothing, uniforms, personal protective equipment and other gear to the Fire Marshal. Any uniform, clothing, or personal protective equipment that has the Fire Marshal's Badge of office permanently affixed to it, shall be surrendered to the office. Those items that were purchased with personal funds may be kept but a memorandum must be on file detailing their purchase.

DRAFT

AI-14624 **9.B.**

Proclamation for TB World Day

CC REGULAR

Date:	03/24/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Proclamation: World TB Day March 24, 2009

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: TB proclamation

Form Routing/Status

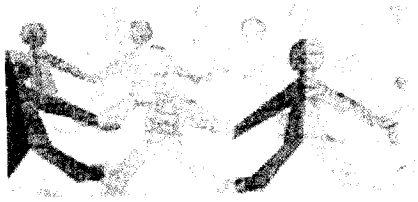
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 01:37 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/19/2009 01:02 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Josie Escalante — Started On: 03/18/2009 12:35 PM

Final Approval Date: 03/20/2009

PARTNERSHIPS FOR TB ELIMINATION

WORLD TB DAY | MARCH 24



PROCLAMATION
Hidalgo County Commissioners Court
WORLD TB DAY 2009

Whereas: 90 cases of active tuberculosis disease were reported in Hidalgo County in 2008; and 60 deaths from complications with TB in the last 9 years, an average of 6 deaths per year; and, an estimated 1,510 Texans per year are infected with the bacterium that causes tuberculosis; and,

Whereas: Texas reports having the 2nd highest number of tuberculosis cases of any state in the nation; and,

Whereas: Hidalgo County reports having the highest rate of tuberculosis in the State of Texas, proportionally by population; and,

Whereas: Each year the Hidalgo County Health and Human Services evaluates approximately 3,000 household members, health care workers and others who share the air of infectious tuberculosis patients who are at risk of becoming infected with the tuberculosis bacterium and progressing to active disease; and,

Whereas: Hidalgo County Health & Human Services is working to ensure prompt diagnosis and treatment of tuberculosis cases; implement strategies for tuberculosis prevention; improve working relationship with correctional facilities and managed care organizations; and, control and prevent tuberculosis transmission in health care facilities and community settings; and,

Whereas: the theme for this year's World Tuberculosis Day, "Partnerships for TB Elimination", recognizes that tuberculosis is curable and preventable, and that Hidalgo County is choosing to work toward controlling and eliminating the disease; and,

NOW, THEREFORE, County Commissions Court of Hidalgo County, do hereby proclaim March 24, 2009, as WORLD TB DAY in Hidalgo County/Texas and encourage businesses, government agencies, national organizations, community-based organizations, and service groups to spread the Tuberculosis Prevention message throughout their communities. I also encourage public and private health care providers, parents, and children's caregivers in this Hidalgo County/Texas to advance the health of children and adults by ensuring early and on-time TB intervention against preventable tuberculosis disease.

DATE: _____ SIGNED: _____

J.D. Salinas III
Hidalgo County Judge

DATE: _____ SIGNED: _____

Sylvia S. Handy
Hidalgo County Precinct 1 Commissioner

AI-14616 **10.A.**

Community Service Agency

CC REGULAR

Date:	03/24/2009
Submitted By:	Maribel Navarro, COMMUNITY SERVICE AGENCY
Submitted For:	Maribel Navarro
Department:	COMMUNITY SERVICE AGENCY
Agenda Category:	Community Service Agency

Information

CAPTION

1. Approval to accept CSBG Amendment No. 3 for Contract 61080000222

2. Approval to accept CSBG Contract 61090000375 for FY 2009

3. Approval to accept CSBG Amendment No. 1 for Contract 61090000375 for FY 2009

4. Approval to accept CSBG/MSFW Amendment No. 3 for Contract 61080000244

5. Approval to accept CEAP Contract 58090000427 for FY 2009

6. Approval to accept Neighbor-to-Neighbor Contract for FY 2009

7. Approval to accept CSA Service Delivery System

8. Requesting Electronic Authorization for all programmatic data between CSA and funding source.

9. Formal request on behalf of the RSVP Program for the Hon. County Judge's acceptance as Keynote Speaker for our 27th Annual Volunteer Recognition Celebration for Hidalgo County.

10. Requesting Court appointment for CAA Board of Directors.

BACKGROUND

All of the following have been Board Approved and Recommended for CC Acceptance:
1. CSBG Amend.No.3 allows for an extension from12/31/08 thru 4/30/09 in order to exhaust allocation of contract $1,643,470.62 before commencing FY 2009. CSBG Amendments 1 and 2 were approved on Court 9/30/08.
2. CSBG (Community Service Block Grant) FY 2009-effective 1/1/09 – 12/31/09 at 25% availability for initial draw-down equals $406,943.00
3. CSBG Amendment No. 1 FY 2009 raises the next available draw-down to 42% and equals $693,491.00.
4. CSBG/MSFW (Migrant Seasonal Farmworker Program) Amendment No. 3 allows for an extension from 12/31/08 thru 3/31/2009 in order to exhaust allocation of contract

$89,594.00. Amendments 1 and 2 were approved on Court 9/30/08.
5. CEAP (Comprehensive Energy Assistance Program) FY 2009-effective 1/1/09 – 12//31/09 for $5,350,028.00. (FY 2008=$1,940,103.00)
6. NTN FY 2009 funding from CPL and customer donations-est. $67,176.00
7. CSA Service Delivery System highlights all program policies and criteria as mandated, regulated, or recommended by funding sources for establishing a fair practice and equitable distribution of available services set in form of a system/process that includes I. Pre-screening, II Application Process, III. Service Delivery, IV. Quality Assurance, V. Pledge/Payment, and VI. Appeals Process.
8. Request for electronic authorization to sign-off completion for timely submittals of reports, contracts, and programmatic data required by funding source.
9. Request the Hon. County Judge to assist the RSVP Program of 27 years, sponsored by us, as Keynote Speaker for this year's volunteer banquet on May 27, 2009.
10. Requesting CC appointment for Community Action Agency (CSA) Board of Directors-CEO Valde Guerra is recommended.

Fiscal Impact

Attachments

Link: Attachment for No. 1
Link: Attachment for No. 2
Link: Attachment for No. 3
Link: Attachment for No. 4
Link: Attachment for No. 5
Link: Attachment for No. 6
Link: Attachment for No. 7
Link: Attachment for No. 9
Link: Contract-222
Link: Contract-244

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:37 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2009 03:17 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Maribel Navarro
Started On: 03/18/2009 09:43 AM

Final Approval Date: 03/20/2009

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 3 TO CONTRACT NO. 61080000222
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and Hidalgo County Community Services Agency agree to amend contract no. 61080000222 executed by the Department on or about January 1, 2008 (herein the "Contract").

SECTION 2. CONTRACT PERIOD

This Contract is amended by replacing Section 2, Contract Period, to read:

This contract shall commence on January 01, 2008, and, unless earlier terminated, shall end on April 30, 2009 (herein the "Contract Period").

Effective Date: January 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61090000375 FOR THE
FY 2009 COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and Hidalgo County Community Services Agency (herein the "Subrecipient").

SECTION 2. CONTRACT PERIOD

This contract shall commence on January 01, 2009, and, unless earlier terminated, shall end on December 31, 2009 (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, as determined by Department, Department shall be liable for actual and reasonable costs incurred by Subrecipient during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section 4.

(1) Department's obligations under this Section are contingent upon the actual receipt by Department of funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If adequate funds are not available to make payments under this contract, Department shall terminate this contract and shall not be liable for failure to make payments hereunder.

(2) Department is not liable to Subrecipient for any cost incurred by Subrecipient which:

a. is subject to reimbursement by a source other than Department;

b. is for the performance of services or activities not authorized by 42 U.S.C. §9907(b), is for one of the activities prohibited in 42 U.S.C. §9918, or which is not in accordance with the terms of this contract;

c. is not reported to Department on CSBG Monthly Expenditure Report within sixty (60) days following the termination of this contract;

d. is not incurred during the Contract period;

e. is incurred for the purchase or permanent improvement of real property.

B. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $406,943.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month Subrecipient may request an advance payment by submitting to Department at its offices in Travis County, Texas, no later than the twentieth (20th) day of the month prior to the month for which payment is sought, a properly completed CSBG Monthly Expenditure Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the minimum amounts needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.

D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable administrative expenses.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

B. None of the costs described in Attachment C of OMB Circular No. A-87, as modified by the Uniform Grant Management Standards, shall be allowable unless Subrecipient has obtained Department's prior written approval to incur such cost.

C. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the amount of damages due to Department is agreed upon or is otherwise determined.

D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulations.

B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.42.

B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CSBG.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department a CSBG Monthly Performance and Expenditure Report. The report must be received by Department according to the schedule set forth in Section 5(A). Reimbursements will not be processed without the submission of a CSBG Monthly Performance Report.

B. Upon notification by the Department that all funding has been drawn down from funds available under the prior year's allocation, Subrecipient shall submit to Department, no later than 60 days from the date of notification, a final CSBG Expenditure Report containing a full accounting of all funds expended under that allocation.

C. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts.

D. If Subrecipient fails to submit within 45 days of its due date, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the contract. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

SECTION 12. PROPERTY REQUIREMENTS

A. Subrecipient may not use funds provided under this contract to purchase personal property with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

B. Upon the termination or non-renewal of this contract, Department may transfer title to any such equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving funds under the CSBG Act.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services including, but not limited to, auditors and attorneys, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14 specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient covenants that neither it nor any member of its governing body has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body. No member of Subrecipient's governing body may be employed by Subrecipient during his service on the board or for twelve months thereafter.

B. Subrecipient agrees that it will ensure that no officer, employee, or member of Subrecipient's governing body shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. A definition of such prohibited relationship may be found in §573.021 et seq. of the Texas Government Code. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of one year prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

C. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subconctractors.

SECTION 16. COMPLIANCE WITH LAWS

Subrecipient shall comply with the CSBG Act and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including 10 TAC, Part I, Ch 5, Subch. A, Section 5.1-5.15.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25.

SECTION 18. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

A. For any fiscal year included within the Grant Period during which the Subrecipient expended $500,000 or more in total federal or $500,000 in total state financial assistance, Subrecipient shall arrange for the performance of an annual audit of the funds received and performances rendered under this grant agreement. The audit shall be made in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. ch. 75; and OMB Circular No. 133 (as revised on 6/30/1997), "Audits of States, Local Governments, and Non-Profit Organizations." The term "federal financial assistance" includes awards of federal financial assistance received directly from federal agencies, or indirectly through units of state and local government.

B. Notwithstanding Subsection A, of this Section 21, Subrecipients expending less than $500,000 in Federal financial assistance or $500,000 in State financial assistance, may arrange for the performance of an annual financial statement audit. Such audit should include verification of all expenditures by budget category, in accordance with final Expenditure Report submitted to close out allocation year.

C. Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audiit(s). Audits performed under this Section 21 are subject to review and resolution by Department or its authorized representative.

D. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipients fiscal year end.

E. Department reserves the right to conduct additional audits of the funds received and performances rendered under this grant agreement. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

F. Subrecipient shall be liable to Department for any costs disallowed pursuant to audit(s) of funds received under this agreement. Subrecipient shall reimburse such disallowed costs with funds that are not provided under this contract.

G. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 22. TRAVEL

Allowable travel costs under this contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department directives on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, Subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

E. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-

1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;

2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION

Subrecipient certifies that it, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient shall repay the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient of the violation.

SECTION 28. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and the exhibits attached hereto.

SECTION 33. COMMUNITY ACTION PLAN

Each eligible entity, as a condition to receipt of funding under this Act, shall submit to the Department a community action plan annually by October 31 that includes:

A. a community needs assessment every five years (next one due October 31, 2010);

B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;

C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;

D. a description of how funding under this Act will be coordinated with other public and private resources; and,

E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

SECTION 34. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 35. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System @ http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

Effective Date: January 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NO. 61090000375
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and Hidalgo County Community Services Agency agree to amend contract no. 61090000375 executed by the Department on or about January 1, 2009 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 C. to read

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $693,491.00

Effective Date: March 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 3 TO CONTRACT NO. 61080000244
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and Hidalgo County Community Services Agency agree to amend contract no. 61080000244 executed by the Department on or about January 1, 2008 (herein the "Contract").

SECTION 2. CONTRACT PERIOD

This Contract is amended by replacing Section 2, Contract Period, to read:

This contract shall commence on January 01, 2008, and, unless earlier terminated, shall end on March 31, 2009 (herein the "Contract Period").

Effective Date: January 01, 2009

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 580900000427 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Hidalgo County Community Services Agency (the "Subrecipient").

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2009 through December 31, 2009.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC chapter 5) and the LIHEAP State Plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract.

B. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.

C. Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.

D. Department is not liable for any cost incurred by Subrecipient which:

(1) is subject to reimbursement by a source other than CEAP/LIHEAP;

(2) is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;

(3) is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,

(4) is not incurred during the Contract Period.

(5) is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Austin, Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C.§5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is $500,000.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 8. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

Administrative, Assurance 16 Activities (LIHEAP Statute §2605(b)(16)), and Direct Services Support costs incurred by Subrecipient in carrying out this contract shall be allowable up to the maximum percentage of the total allowable contract expenditures within the Contract Period specified in Section 2 of this contract, excluding travel costs for training.

A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.

D. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 9. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

SECTION 10. CHANGES AND AMENDMENTS

Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

SECTION 11. DEPARTMENT DIRECTIVES

Department may issue directives which serve to interpret or clarify the terms of this contract.

SECTION 12. MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and effectiveness of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 13. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 14. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.

B. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 6, Subchapter C, 10 TAC § 6.205.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous 12 months (when available) (all fuel types) for all components;

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination (when required by component);

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures (if applicable) for denial or termination of services;

(9) Any documentation required by directives; and

(10) Client service agreement (as required by component).

(11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.

(12) Priority rating form.

(13) Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Efficiency rating
Fuel used	Location of appliance
Size of appliance	Condition
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation

Carbon Monoxide (CO) levels for all combustion appliances

C. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

D. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall develop and implement procurement procedures which conform to the uniform administrative requirements in Section 6. Subrecipient shall procure supplies, equipment, materials, or services in accordance with its procurement procedures and Policy Issuance #02-10.2. All procurement contracts, other than "small purchases" as defined in Policy Issuance #02-10.2, shall be in writing and shall contain the provisions required by Policy Issuance #02-10.2.

B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner.

C. Materials and supplies procured by the state may be purchased by Subrecipient from state contracts without requiring additional solicitation. Procurement from state vendors is strongly encouraged and in some instances may be required.

D. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this contract.

SECTION 16. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

SECTION 17. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent entity. Subrecipient agrees to indemnify Department against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed under this contract.

SECTION 18. SUBCONTRACTS

A. Subrecipient may not subcontract the performance of this contract unless it receives Department's prior written approval. Subrecipient shall submit to Department a signed copy of each such subcontract. Department is in no way liable to Subrecipient's subcontractor(s).

B. Subcontractors shall comply with the terms of this contract to the same extent as if the performance rendered by the subcontractor were being rendered by Subrecipient. Subcontractors are subject to monitoring and investigation by Department.

SECTION 19. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient covenants that neither it nor any member of its governing body presently has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.

B. Subrecipient agrees that it will comply with Tex. Gov't. Code Ann. Ch. 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the government body or to any other officer or employee authorized to employ or supervise such person.

C. Subrecipient shall ensure that no employee, officer, or agent of Subrecipient participates in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.

SECTION 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 21. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Should such suspension or termination occur, Subrecipient is liable to Department for any money it has received for performance of the provisions of this contract.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

A. In order to encourage attendance by CEAP staff at Department-approved training and/or technical assistance events, the contract has a travel budget. **The travel budget cannot be used as program dollars.**

B. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), its board-approved travel policy, or the State of Texas travel policies.

C. From time to time, the Department may choose to add additional funds to this category for other required travel.

SECTION 23. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

(1) Subrecipient expending $500,000 or more in total Federal awards shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 23, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

(2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.

(3) Subrecipient shall submit three (3)copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.

(4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 23 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 23 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the four years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 24. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

SECTION 25. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

D. Under Section 2261.053, Government Code, Hidalgo County Community Services Agency certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient/Local Operator, or a branch, division, or department of Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. PRIOR ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 33. DEBARRED AND SUSPENDED PARTIES

1. Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549, "Debarment and Suspension 45 C.F.R. Part 76" (also, 48 C.F.R. Part 9).

2. Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department.

3. Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

4. **Subrecipient shall include in any subcontracts acknowledgement that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.**

SECTION 34. ENVIRONMENTAL TOBACCO SMOKE/PRO-CHILDREN ACT OF 1994

Subrecipient agrees that if it or any of its subgrantees provides children's services funded directly or indirectly with Federal dollars, it will comply with 20 U.S.C. 6081 et seq. Part B, Pro-Children Act of 1994, concerning prohibition of smoking in certain indoor facilities providing services to children. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day.

SECTION 35. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

(1) Attachment A, Budget

SIGNED this day of

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58090000427 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
ATTACHMENT A BUDGET

DEPARTMENT FINANCIAL OBLIGATIONS

$ 5,350,028.00 CEAP FUNDS CURRENTLY AVAILABLE

$ 1,100.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 385,965.00	-
Assurance 16	$ 328,671.00	-
Direct Services	$ 4,634,292.00	-
TOTAL CEAP BUDGET	**$ 5,348,928.00**	-

BUDGET CATEGORY	FUNDS	%
Energy Crisis	$ 926,858.00	20.00
Co-payment	$ 92,686.00	2.00
Elderly and Disabled	$ 2,224,460.00	48.00
Heating/Cooling	$ 1,158,573.00	25.00
Direct Service Support	$ 231,715.00	5.00
TOTAL DIRECT SERVICES	$ 926,858.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to **7.00%** of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to **6.00%** of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to **5.00%** of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling **must be at least 10% of Direct Service Dollars expended**. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (**may not exceed 5% of Direct Services dollars expended**).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before October 31, 2009.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 01/01/2009

CPL RETAIL ENERGY, LP and
WTU RETAIL ENERGY, LP and
NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT
FOR ELECTRIC HOME ENERGY ASSISTANCE

THIS AGREEMENT IS BY AND BETWEEN CPL Retail Energy, LP ("CPL Retail Energy") and/or WTU Retail Energy, LP ("WTU Retail Energy") two retail electric providers (together the "REPs") and County of Hidalgo Community Service agency an established social service agency under Section 501(c)(3) of the United States Internal Revenue Code ("The Administering Agency") (all together "the Parties").

Purpose of Agreement:

Under this Agreement the Administering Agency and the REPs shall implement the program known as "Neighbor-to-Neighbor," under which the REPs will provide funding in their respective areas of operation to be used by the agencies listed on the attached Exhibit A for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

I. Program Established

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the "Program") is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their respective areas of operation as described in Article II herein. The Administering Agency shall, subject to the terms of this Agreement, utilize these funds to aid needy people in paying their Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP). A list of administering agencies and funding levels is attached as Exhibit A. Exhibit A, provided by the Texas Department of Housing and Community Affairs (TDHCA) Energy Assistance Section, is based on funding formulas used for its low-income energy assistance programs and may be amended annually when population and poverty data used by TDHCA change.

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for electric energy consumed in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient.

II. Program Funding

A. The REPs shall provide annual funding for the Program pursuant to the following terms:

1. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the administering agencies in two bi-annual disbursements. The first disbursement shall occur no later than January 30th of each calendar year and the second disbursement shall occur no later than June 30th of each calendar year.

III. Recipients

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from CPL Retail Energy, WTU Retail Energy or Direct Energy LP at the residence from which the subject Electric Home Energy Expenses arise.
2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.
3. The individual must meet the income eligibility criteria established for the Comprehensive Energy Assistance Program (CEAP) funded by LIHEAP.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any referred special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than $600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time Assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

V. Reports

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to CPL Retail Energy, WTU Retail Energy or Direct Energy, L.P., as appropriate, within 15 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation hereunder shall survive termination of this Agreement.

VI. Term of Agreement

A. This Agreement shall become effective on January 1st, 2009, and shall continue in effect for an initial term through December 31st, 2009, and shall be renewed annually each January and will require signatures of both parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The

REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

VII. Administrative Fees

The administrative fee retained by the Administering Agency is intended to cover only program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.

24. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the Committee will evaluate its progress and determine its eligibility for additional funds.

25. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

IX. Miscellaneous

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

The REP	Administering Agency
Jessica Mahaffey Sr. Director Government & Regulatory Affairs CPL Retail Energy, LP WTU Retail Energy, LP 919 Congress Avenue, Suite 1300 Austin, Texas 78701 Attention: Neighbor-to-Neighbor Program	County of Hidalgo Community Service Agency _____ _____ Attention: Neighbor-to-Neighbor Program

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers of this 21 day of January, 20 09.

ADMINISTERING AGENCY

By: _____

Name: _____

Title: _____

CPL RETAIL ENERGY, LP

By: Centrica Holdco, Inc., its general partner

Signature: _____

Name: Jessica Mahaffey

Titles: Sr. Director

Government & Regulatory Affairs

WTU RETAIL ENERGY, LP

By: Centrica Holdco, Inc., its general partner

Signature: _____

Name: Jessica Mahaffey

Titles: Sr. Director

Government & Regulatory Affairs

Exhibit A

List of Administering Agencies and Funding Levels
For the Neighbor to Neighbor 2009 Program Year

CPL Retail Energy

Agency Name and City Headquarters	% Allocation of Service Area NTN Funding
Bee Community Action (Beeville)	02.10
Cameron & Willacy Counties Community Projects, Inc. (Brownsville)	13.90
Combined Community Action Inc. (Giddings)	00.50
Community Action Committee of Victoria Texas (Victoria)	10.12
Community Action Corporation of South Texas (Alice)	02.69
Community Action Council of South Texas (Rio Grande City)	03.40
Community Council of South Central Texas, Inc. (Seguin)	03.18
Community Council of Southwest Texas, Inc. (Uvalde)	05.60
Community Services Agency of South Texas (Carrizo Springs)	04.85
Economic Action Committee of the Gulf Coast (Bay City)	01.48
Galveston County Community Action Council, Inc. (Galveston)	00.54
County of Hidalgo Community Service Agency (Edinburg)	26.87
Kleberg County Human Services (Kingsville)	01.70
Nueces County Community Action Agency (Corpus Christi)	12.55
Webb County Community Action Agency (Laredo)	10.51
Total	100.0

Agency Name and City Headquarters	% Allocation of Service Area NTN Funding
Aspermont Small Business Development Center	0.0%
Big Bend Community Action Committee, Inc. (Marfa)	9.64%
Caprock Community Action Association, Inc. (Crosbyton)	1.64%
Central Texas Opportunities, Inc (Coleman)	10.06%
Community Action Program, Inc. (Abilene)	27.68%
Community Council of Reeves County (Pecos)	0.61%
Concho Valley Community Action Agency	8.79%
Panhandle Community Services (Amarillo)	8.60%
Pecos County Community Action Agency (Fort Stockton)	0.91%
Rolling Plains Management Corporation (Crowell)	7.07%
San Angelo -Tom Green County Health Department (San Angelo)	24.02%
West Texas Opportunities (Lamesa)	0.99%
Total	100.0

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

Service Delivery System

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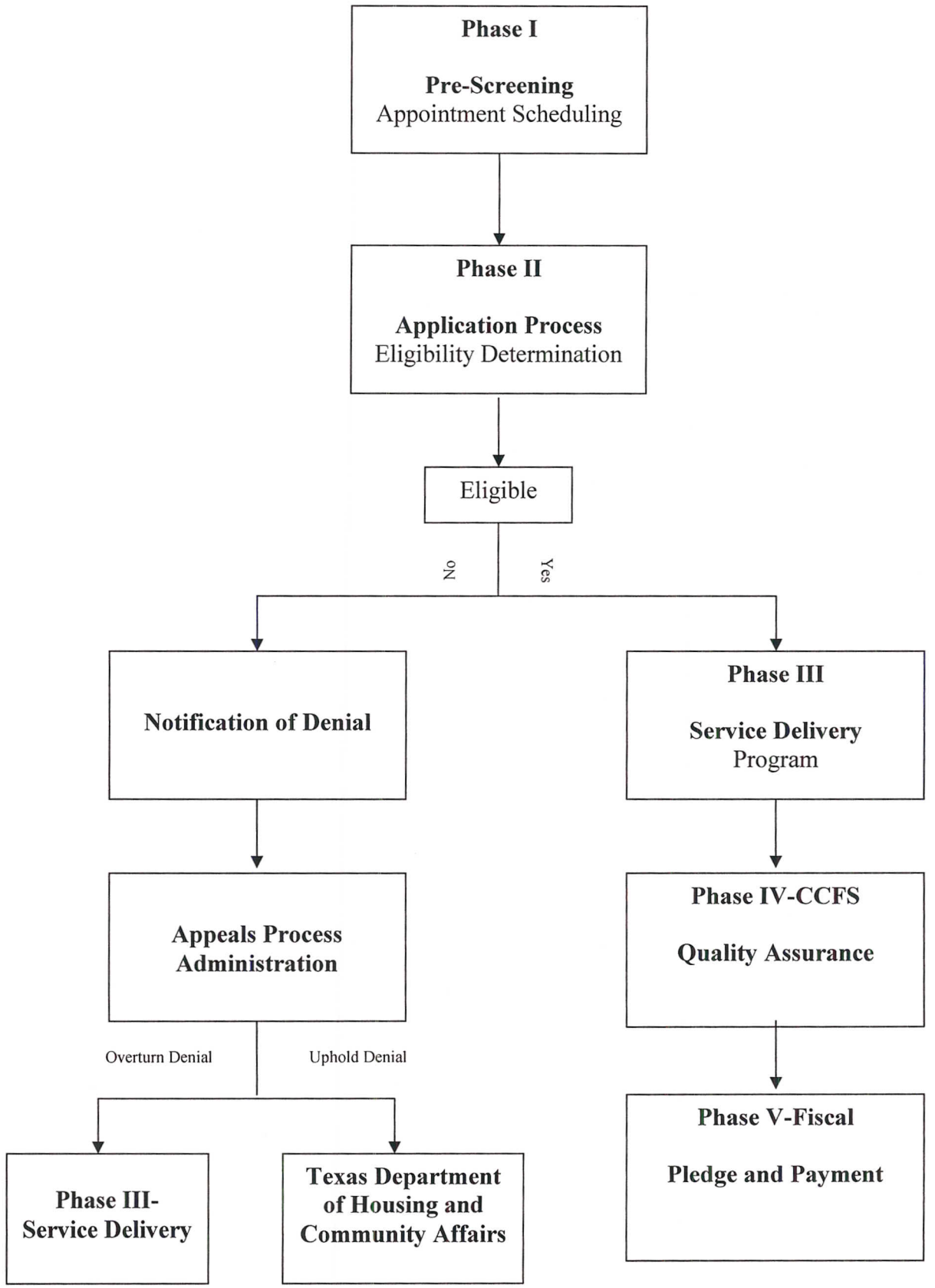
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County of Hidalgo Community Service Agency

Service Delivery System



The following procedures have been established in order to maintain compliance with the Texas Administration Code, Low Income Home Energy Program State Plan, Community Service Block Grant Contract, Migrant Seasonal Farm Worker Program Contract and Comprehensive Energy Assistance Contract.

Hidalgo County residents may seek utility bill assistance for <u>current</u> utility bills

Phase I-Pre Screening

1). A Pre-Screening Application Packet (PSA) is utilized to inform the client of all required documentation, capture basic household data, inform the client of charges that will not be considered and to obtain client consent to contact their respective utility company.

*Note: A PSA is not a guarantee of assistance.

A). Telephone Contact

1). Client is informed of all required documentation needed. This information is provided in an effort to prepare the client for the Pre-Screening process conducted when visiting the Agency.

2). Upon client request, a PSA may be mailed to the client's home.

B). Face – To – Face Contact

2). County of Hidalgo Community Service Agency (CHCSA) operates under a Numbering and Appointment System.

A). Numbering System

1). As the client arrives, the client is asked to take a number and is informed that they will be called based on the number taken.

a). PSA's are readily available.

i). PSA'a may be completed in the lobby while the client waits to be called. .

2). PSAs are reviewed by worker for completeness and required signatures.

a). Required documentation deemed primary (absolute) must be submitted.

i). Emphasis is placed on the current utility bill due date

aa). A utility bill that comes due prior to appointment is considered to be past due.

*Next available appointment is posted on Bulletin Board and updated frequently. This information is also provided during telephone contact.

ii) Proof of income must be presented for all household members 18 years of age or older.

aa). All household members (related and not related residing in the household) 18+ must provide proof of earned and/or unearned income.

bb). Anyone claiming zero income is required to register with Texas Workforce Commission.

*Proof of registration must be presented.

b). Copies of primary documentation is made by worker.

B). Appointment System

*Appointments are reserved for clients who have not received assistance in the previous 90 days.

1). An appointment is given to clients who present a current utility bill that coincides with the next available appointment and presents all income documentation.

a). Documentation deemed secondary in nature may be submitted at time of appointment. Such documentation may include social security numbers and/or birth certificates.

2). Appointments are scheduled at 30 minute intervals

a). Main Office appointments commence at 8:15 am until 3:30 pm.

b). Satellite Office appointments commence at 8:15 am until 3:30pm.

3). An appointment form is provided to the client.

a). Appointment forms include:

1). Date and time of appointment

2). Secondary documentation required at appointment time

3). Signature of worker scheduling appointment

4). Client signature acknowledging appointment provided and secondary documentation required.

4). All PSAs accepted and scheduled are maintained under lock and key until day of scheduled appointment.

DETAILED INSTRUCTIONS ARE PROVIDED TO WORKERS DURING ANNUAL STAFF TRAINING AT THE COMMENCMENT OF THE PROGRAM YEAR AND THROUGHOUT THE YEAR AS NEW OR UPDATED INFORMATION IS MADE AVAILABLE.

STAFF ACKNOWLEDGE RECEIPT AND RESPONSIBILITY OF TRAINING MATERIALS AND INSTRUCTIONS PROVIDED OF EACH PHASE DESCRIBED HEREIN.

Phase II-Application Process

1). Computerized Application is completed by agency staff.
Manual process in place in the event of computer and/or technical problems.

2). Individual Demographics and Household Characteristics are gathered.

3). Income eligibility is determined based on countable income received in the 30 days prior to application. The 30 day income is the basis for determining the household's annual income as required by funding source..

*Income includes but is not limited to the following:

Countable:

Earned Income:

- Employment
- Self-Employment
- Rental Income
- Interest

Unearned Income

- Social Security Benefits
- Pension
- TANF
- Workers Compensation
- Unemployment Insurance

Non-Countable

Identified as a resource(s) used in addition to earned income to provide for the household's living expenses.

Earned Income

- Earned by family member under the age of 18

Unearned Income

- Veterans Disability Benefits
- Supplement Security Insurance
- Retired, Survivors, Disability Insurance
- Social Security Disability Insurance
- Child Support
- Pell Grants
- Work Study

Declaration of Income Statement (DIS) may be used when proof of income is not available and based on CHCSA policy. DIS form prescribed by funding source.

*Current Federal Poverty Income Guidelines are utilized to determine income eligibility. Household size is taken into account. A household's annualized income can not be greater than 125% of the Federal Poverty Income Guidelines in order to be determined income eligible.

4). Clients who neglect to submit all required income documentation are afforded an additional opportunity to provide this documentation through the Delay/Pending Process.

A). Delay Pending Process

1). Clients are given 5 business days in which to submit the missing documentation.

2). A Delay/Pending Form is provided to client with the following information

a). Appointment date and time to return

b). Documentation needed

c). Final day that documentation may be submitted

d). Client and Worker signature

3). In the event that the client does not return within the allotted time, the case is closed and advisement of such is mailed to the client.

5). Income ineligible households (households with annualized income greater than 125% of the Federal Poverty Income Guidelines) are denied services. The ineligible household is informed in writing of their ineligibility status and provided with information on the necessary steps to take if they choose to appeal the decision.

DETAILED INSTRUCTIONS ARE PROVIDED TO WORKERS DURING ANNUAL STAFF TRAINING AT THE COMMENCMENT OF THE PROGRAM YEAR AND THROUGHOUT THE YEAR AS NEW OR UPDATED INFORMATION IS MADE AVAILABLE.

Phase III-Service Delivery

Income eligible clients

1). Workers contact utility companies per client via telephone to ensure that the amount owed reflected on the current utility bill is accurate and that any fees that can not be considered are identified.

2). Clients are informed of the amount CHCSA will authorize for payment.

A). An Awareness Form is provided to the client detailing the authorized amount and client's portion, if any.

B). Lead time required for advising utility company.

C). Need for original bill

D). Advisement on changes to authorized amount, if any.

E). Client signature acknowledging information provided.

3). Notice of Payment is generated.

*It is CHCSA's goal and obligatory assurance to funding source to prevent the clients utility service from being disconnected therefore if client owes more than CHCSA can authorize for payment, client is required to resolve the difference prior to CHCSA authorizing the identified amount.

A). Client is offered an opportunity to resolve the issue through the Delay/Pending Process.

4). Upon completion of the Service Delivery Phase the case is consider complete and forwarded to the Central Client File Systems Department for Quality Assurance Review.

DETAILED INSTRUCTIONS ARE PROVIDED TO WORKERS DURING ANNUAL STAFF TRAINING AT THE COMMENCMENT OF THE PROGRAM YEAR AND THROUGHOUT THE YEAR AS NEW OR UPDATED INFORMATION IS MADE AVAILABLE.

Phase IV-Quality Assurance Review

1). All completed cases under go a quality assurance (QA) review.

A) Quality Assurance review is conducted to ensure accuracy, completeness, and compliance to funding rules and regulations.

1). QA includes review of income documentation, individual demographics, household characteristics, and amount authorized.

a). Notice of Payments for cases passing quality assurance review are forwarded to the Fiscal Department for pledging.

i). Pledging-Fiscal advises utility companies via fax of CHCSA's intent to submit payment on the clients behalf.

b). Cases not passing quality assurance review are returned to the worker to address items in question.

i). QA is conducted again once items in question are addressed.

DETAILED INSTRUCTIONS ARE PROVIDED TO WORKERS DURING ANNUAL STAFF TRAINING AT THE COMMENCMENT OF THE PROGRAM YEAR AND THROUGHOUT THE YEAR AS NEW OR UPDATED INFORMATION IS MADE AVAILABLE.

Phase V-Pledging and Payment

The Fiscal Department receives the transmittal per daily services for payment. The pledge is a promisary notification via fax to the vendor in agreement of partnership to accept this notification as a binding fiduciary resolution of behalf of the client.

Payment will follow between the next ten to twenty days.

Appeals Process

All households deemed ineligible are informed of the decision and are afforded an opportunity to appeal the decision. CHCSA provides a written Notification of Denial to all households that have been denied.

1). Notification of Denial
   A). Reason for denial
   B). Client signature for acknowledgment of receipt
   C). Procedures to follow should household wish to appeal

2) Hearing Procedures
   A). Upon written advisement of request to appeal, hearing is scheduled within ten business days of receiving advisement.
      1). Committee meets with client
         a). Committee is comprised of agency Supervisors knowledgeable of program rules, regulations and requirements.
      2). Committee determines to sustain appeal or uphold denial
   B). Client is advised of committee's decision
      1). Sustain appeal-verbal communication
      2). Uphold denial-written communication
         a). Client has an opportunity to appeal the committee's decision
            i). Written communication provides the client information on how to appeal to the funding source.

DETAILED INSTRUCTIONS ARE PROVIDED TO WORKERS DURING ANNUAL STAFF TRAINING AT THE COMMENCMENT OF THE PROGRAM YEAR AND THROUGHOUT THE YEAR AS NEW OR UPDATED INFORMATION IS MADE AVAILABLE.

COUNTY OF HIDALGO
Community Service Agency
(956) 383-6250 ext. 12
FAX: (956) 380-4324

March 24, 2009

Hon. J.D. Salinas, County Judge
COUNTY OF HIDALGO

REFERENCE: RSVP 27th Volunteer Recognition Celebration

The County of Hidalgo Community Service Agency as the sponsoring agency for the Retired and Senior Volunteer Program would like to extend an invitation and also, kindly request your assistance to serve as this year's Keynote Speaker at our celebration scheduled May 27, 2009 commencing at 10:45 am to be held at the Palm View Community Center in McAllen, Texas. This event is recognizing the valuable contribution of 600 senior volunteers residents of Hidalgo County.

The RSVP Program, a TRI-County program, serves over 50 volunteer stations and consists of approximately 800-1000 senior citizens age 55 and older, from Cameron, Willacy, and Hidalgo Counties, that actively volunteer their time through out the year. CHCSA as the sponsoring agency for the RSVP program annually recognizes the volunteers and the stations for their participation in the program.

Your participation in this celebration would further enhance our message of endearing gratitude that we so wholeheartedly wish to convey. You words of encouragement and motivation will surely inspire all the volunteers to continue their efforts to promote a better quality of living in our respective communities. ***Staying active is staying healthy.***

On behalf of CHCSA we thank you for your attention to our request and look forward to your favorable response. Should you have any questions please do not hesitate to call on me.

Respectfully,

Maribel Navarro-Saenz
Executive Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61080000222 FOR THE
FY 2008 COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and Hidalgo County Community Services Agency (herein the "Subrecipient").

SECTION 2. CONTRACT PERIOD

This contract shall commence on January 01, 2008, and, unless earlier terminated, shall end on December 31, 2008 (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

HIDALGO

B. The services and activities to be provided are specified in the Performance Statement. Subrecipients shall notify the Department if activities or services specified in the Performance Statement will not be carried out.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, as determined by Department, Department shall be liable for actual and reasonable costs incurred by Subrecipient during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section 4.

(1) Department's obligations under this Section are contingent upon the actual receipt by Department of funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If adequate funds are not available to make payments under this contract, Department shall terminate this contract and shall not be liable for failure to make payments hereunder.

(2) Department is not liable to Subrecipient for any cost incurred by Subrecipient which:

a. is subject to reimbursement by a source other than Department;

b. is for the performance of services or activities not authorized by 42 U.S.C. §9907(b), is for one of the activities prohibited in 42 U.S.C. §9918, or which is not in accordance with the terms of this contract;

c. is not reported to Department on CSBG Monthly Report (TDHCA Form 85) within sixty (60) days following the termination of this contract;

d. is not incurred during the Contract period;

e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $309,008.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month Subrecipient may request an advance payment by submitting to Department at its offices in Travis County, Texas, no later than the twentieth (20th) day of the month prior to the month for which payment is sought, a properly completed CSBG Monthly Funding/Financial/Performance Report (TDHCA Form 85) and a State of Texas Purchase Voucher for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the minimum amounts needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.

D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable administrative expenses.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

B. None of the costs described in Attachment C of OMB Circular No. A-87, as modified by the Uniform Grant Management Standards, shall be allowable unless Subrecipient has obtained Department's prior written approval to incur such cost.

C. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is good cause for termination, including but not limited to Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least 30 days before the date of termination.

B. Department shall not be liable for any costs incurred by Subrecipient after termination of this contract. Notwithstanding the suspension or early termination of this contract, Subrecipient shall not be relieved of any liability for any damages due to Department by virtue of any breach of this contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulations.

B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.42.

B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Subrecipient shall give HHS, the Comptroller General of the United States, and Department, or their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Subrecipient agrees to maintain such records in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the requirements of this Subsection in all subcontracts.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department a CSBG Monthly Funding/Financial/ Performance Report. The report must be received by Department according to the schedule set forth in Section 5(A). Reimbursements will not be processed without the submission of programmatic data, including the National Performance Indicator report.

B. Upon notification by the Department that all funding has been drawn down from funds available under the prior year's allocation, Subrecipient shall submit to Department, no later than 60 days from the date of notification, a final CSBG Report (TDHCA Form 85, Page 1 only) containing a full accounting of all funds expended under that allocation.

C. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts.

D. If Subrecipient fails to submit within 45 days of its due date, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, initiate termination proceedings. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

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B. Upon the termination or non-renewal of this contract, Department may transfer title to any such equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving funds under the CSBG Act.

SECTION 13. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent subrecipient. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

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A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services including, but not limited to, auditors and attorneys, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subsubrecipient, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply will all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subsubrecipient's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient covenants that neither it nor any member of its governing body has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body. No member of Subrecipient's governing body may be employed by Subrecipient during his service on the board or for twelve months thereafter.

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C. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subconctractors.

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A. Subrecipient shall comply with the CSBG Act and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including 10 TAC, Part I, Ch 5, Subch. A, Section 5.1-5.15.

B. Under Section 2261.053, Government Code, Bidder or Awardee Name certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25.

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No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 19. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 19.

SECTION 20. AUDIT

A. For any fiscal year included within the Grant Period during which the Subrecipient expended $500,000 or more in total federal or $500,000 in total state financial assistance, Subrecipient shall arrange for the performance of an annual audit of the funds received and performances rendered under this grant agreement. The audit shall be made in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. ch. 75; and OMB Circular No. 133 (as revised on 6/30/1997), "Audits of States, Local Governments, and Non-Profit Organizations." The term "federal financial assistance" includes awards of federal financial assistance received directly from federal agencies, or indirectly through units of state and local government.

B. Notwithstanding Subsection A, of this Section 21, Subrecipients expending less than $500,000 in Federal financial assistance or $500,000 in State financial assistance, may arrange for the performance of an annual financial statement audit. Such audit should include verification of all expenditures by budget category, in accordance with final Monthly/Financial/Funding Performance Report (MFFPR) submitted to close out allocation year.

C. Subrecipient shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the audit period. Subrecipient shall insure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 20 are subject to review and resolution by Department or its authorized representative.

D. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipients fiscal year end.

E. Department reserves the right to conduct additional audits of the funds received and performances rendered under this grant agreement. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

F. Subrecipient shall be liable to Department for any costs disallowed pursuant to audit(s) of funds received under this agreement. Subrecipient shall reimburse such disallowed costs with funds that are not provided under this contract.

G. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 21. TRAVEL

Allowable travel costs under this contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department directives on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, Subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

SECTION 22. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

E. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-

1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;

2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

SECTION 23. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

SECTION 24. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 25. PREVENTION OF FRAUD AND ABUSE

A. Subrecipient shall establish, maintain, and utilize internal controls sufficient to provide for the proper and effective management of all program and fiscal activities funded under this contract. Subrecipient's internal controls and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

SECTION 26. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

SECTION 27. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 28. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 29. PRIOR ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and the exhibits attached hereto.

SECTION 30. COMMUNITY ACTION PLAN

Each eligible entity, as a condition to receipt of funding under this Act, shall submit to the Department a community action plan that includes:

A. a community needs assessment (including food needs);

B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;

C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;

D. a description of how funding under this Act will be coordinated with other public and private resources; and,

E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

SECTION 31. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 32. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System @ http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

Effective Date: January 01, 2008

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61080000244 FOR THE
FY 2008 COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and Hidalgo County Community Services Agency (herein the "Subrecipient").

SECTION 2. CONTRACT PERIOD

This contract shall commence on January 01, 2008, and, unless earlier terminated, shall end on December 31, 2008 (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

HIDALGO

B. The services and activities to be provided are specified in the Performance Statement. Subrecipients shall notify the Department if activities or services specified in the Performance Statement will not be carried out.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, as determined by Department, Department shall be liable for actual and reasonable costs incurred by Subrecipient during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section 4.

(1) Department's obligations under this Section are contingent upon the actual receipt by Department of funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If adequate funds are not available to make payments under this contract, Department shall terminate this contract and shall not be liable for failure to make payments hereunder.

(2) Department is not liable to Subrecipient for any cost incurred by Subrecipient which:

a. is subject to reimbursement by a source other than Department;

b. is for the performance of services or activities not authorized by 42 U.S.C. §9907(b), is for one of the activities prohibited in 42 U.S.C. §9918, or which is not in accordance with the terms of this contract;

c. is not reported to Department on CSBG Monthly Report (TDHCA Form 85) within sixty (60) days following the termination of this contract;

d. is not incurred during the Contract period;

e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

C. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $17,493.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month Subrecipient may request an advance payment by submitting to Department at its offices in Travis County, Texas, no later than the twentieth (20th) day of the month prior to the month for which payment is sought, a properly completed CSBG Monthly Funding/Financial/Performance Report (TDHCA Form 85) and a State of Texas Purchase Voucher for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the minimum amounts needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 12.

D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable administrative expenses.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

B. None of the costs described in Attachment C of OMB Circular No. A-87, as modified by the Uniform Grant Management Standards, shall be allowable unless Subrecipient has obtained Department's prior written approval to incur such cost.

C. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is good cause for termination, including but not limited to Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least 30 days before the date of termination.

B. Department shall not be liable for any costs incurred by Subrecipient after termination of this contract. Notwithstanding the suspension or early termination of this contract, Subrecipient shall not be relieved of any liability for any damages due to Department by virtue of any breach of this contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulations.

B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

SECTION 9. DEPARTMENT DIRECTIVES

Department may issue policy directives which serve to interpret or clarify the terms of this contract. Such directives shall be issued by Department in the form of CSBG Action Items and Memorandums. Action Items shall not alter the terms of this contract so as to relieve Department of any obligation to reimburse an allowable cost incurred by Subrecipient prior to the effective date of the Action Item. All CSBG Action Items promulgated by Department prior to or during the Contract Period shall govern the performance of this contract until specifically rescinded by Department.

SECTION 10. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.42.

B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Subrecipient shall give HHS, the Comptroller General of the United States, and Department, or their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Subrecipient agrees to maintain such records in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the requirements of this Subsection in all subcontracts.

SECTION 12. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department a CSBG Monthly Funding/Financial/ Performance Report. The report must be received by Department according to the schedule set forth in Section 5(A). **Reimbursements will not be processed without the submission of programmatic data, including the National Performance Indicator report.**

B. Upon notification by the Department that all funding has been drawn down from funds available under the prior year's allocation, Subrecipient shall submit to Department, no later than 60 days from the date of notification, a final CSBG Report (TDHCA Form 85, Page 1 only) containing a full accounting of all funds expended under that allocation.

C. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts.

D. If Subrecipient fails to submit within 45 days of its due date, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, initiate termination proceedings. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

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B. In no event shall any provision of this Section 15, specifically the requirement that Subrecipient obtain Department's prior written approval of a subsubrecipient, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply will all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 15 does not constitute adoption, ratification, or acceptance of Subrecipient's or subsubrecipient's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 15, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

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C. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

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B. Under Section 2261.053, Government Code, Bidder or Awardee Name certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25.

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A. Subrecipient represents that it possesses the legal authority to enter into this contract and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

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A. For any fiscal year included within the Grant Period during which the Subrecipient expended $500,000 or more in total federal or $500,000 in total state financial assistance, Subrecipient shall arrange for the performance of an annual audit of the funds received and performances rendered under this grant agreement. The audit shall be made in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. ch. 75; and OMB Circular No. 133 (as revised on 6/30/1997), "Audits of States, Local Governments, and Non-Profit Organizations." The term "federal financial assistance" includes awards of federal financial assistance received directly from federal agencies, or indirectly through units of state and local government.

B. Notwithstanding Subsection A, of this Section 21, Subrecipients expending less than $500,000 in Federal financial assistance or $500,000 in State financial assistance, may arrange for the performance of an annual financial statement audit. Such audit should include verification of all expenditures by budget category, in accordance with final Monthly/Financial/Funding Performance Report (MFFPR) submitted to close out allocation year.

C. Subrecipient shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the audit period. Subrecipient shall insure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 21 are subject to review and resolution by Department or its authorized representative.

D. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipients fiscal year end.

E. Department reserves the right to conduct additional audits of the funds received and performances rendered under this grant agreement. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

F. Subrecipient shall be liable to Department for any costs disallowed pursuant to audit(s) of funds received under this agreement. Subrecipient shall reimburse such disallowed costs with funds that are not provided under this contract.

G. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 22. TRAVEL

Allowable travel costs under this contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, Subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

E. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-

1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;

2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 26. PREVENTION OF FRAUD AND ABUSE

A. Subrecipient shall establish, maintain, and utilize internal controls sufficient to provide for the proper and effective management of all program and fiscal activities funded under this contract. Subrecipient's internal controls and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

SECTION 28. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 29. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 30. PRIOR ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and the exhibits attached hereto.

SECTION 31. COMMUNITY ACTION PLAN

Each eligible entity, as a condition to lists receipt of funding under this Act, shall submit to the Department a community action plan that includes:

A. a community needs assessment (including food needs);

B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;

C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;

D. a description of how funding under this Act will be coordinated with other public and private resources; and,

E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

SECTION 32. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 33. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System @ http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

Effective Date: January 01, 2008

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

AI-14601 **11.A.**

Delete Cell Phone Service-JP 3 PL 2

CC REGULAR

Date:	03/24/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

J.P. Pct. #3 PL. #2
Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
JP 3 Pl 2	Judge Ismael "Melo" Ochoa	BE 1000	IC 502

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-066-001-0-532

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding required. Request to delete service only.

Attachments

Link: Delete Cell Phone Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/17/2009 02:57 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/19/2009 12:03 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/17/2009 02:19 PM

Final Approval Date: 03/20/2009

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: Judge Ismael "Nelo" Ochoa / 289-3471

Employee ID #:_____ Office: _____ Budget Acct. #:_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$	$55.00	$55.00		$

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(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_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Ismael "Nelo" Ochoa	3-13-09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE: _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-14604 **12.A.**

Community Based Dev Organizations (CBDO's)
CC REGULAR

Date: 03/24/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting approval to award funding and execute the CBDO Contracts under the Neighborhood Stabilization Program for Affordable Homes of South Texas, Inc. (AHSTI), and Proyecto Azteca.

BACKGROUND

The Urban County Program requested proposals from organizations meeting the Community-Based Development Organizations (CBDO's) designation requirements for participation in the Neighborhood Stabilization Program (NSP) created under Title III - Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA) benefiting low to moderate-income families on February 23, 2009 and March 2, 2009. A committee evaluated the proposals received. Among the criteria used in the evaluation process was the organization's capacity and past experience in performing eligible activities under the NSP regulations. The proposed funding level for each CBDO is as follows:

Affordable Homes of South Texas, Inc. (AHSTI)	$1,871,235	to provide homeownership opportunities for families between 51-120% AMI within the County of Hidalgo.
Proyecto Azteca	$ 716,765	to provide homeownership opportunities for families below 50% AMI within the County of Hidalgo.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County funds will be used for this project (Housing and Economic Recovery Act of 2008).

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 02:14 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2009 02:29 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Estella Webber

Started On: 03/17/2009 02:57 PM

Final Approval Date: 03/20/2009

REQUEST FOR PROPOSALS

NEIGHBORHOOD STABILIZATION PROGRAM

The County of Hidalgo – Urban County Program (UCP) is requesting proposals from organizations meeting the Community-Based Development Organizations (CBDO's) designation requirements for participation in the Neighborhood Stabilization Program (NSP) created under Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA) benefiting low to moderate-income families.

Hidalgo County has set aside $2,588,000 for use by eligible organizations to assist in 1) purchase and rehabilitation of abandoned or foreclosed homes and residential properties, 2) demolition of blighted structures, 3) redevelopment of demolished or vacant properties and 4) establish financing mechanisms for the purchase and redevelopment of foreclosed homes an residential properties.

Funding will be provided by the County of Hidalgo through a special grant allocation from the US Department of Housing and Urban Development (HUD). Interested parties must pick-up a request for proposals packet at the UCP office. Proposals will be accepted until 5:00 p.m., Wednesday, March 11, 2009.

Please mail correspondence to:
Urban County Program
Steve de la Garza, HOME Manager
1916 Tesoro Blvd.
Pharr, TX 78577
(956) 787-8127

The County of Hidalgo specifically reserves the right to reject any or all proposals or waive any informality in the proposal. All proposals become the property of the County of Hidalgo, Urban County Program.

PUBLICATION DATE:
February 23, 2009

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

DATE: March 13, 2009

TO: Diana R. Serna, Director

FROM: Steve de la Garza, Compliance Division Manager

RE: NSP Committee Funding Recommendations

On March 12 & 13, 2009, the NSP grading committee reviewed all proposals submitted. Listed below are the results of the committee's review:

Project #1

Agency Name	Grade
Proyecto Azteca	**91**
San Antonio Alternative Housing Inc.	39
Rio Institute	4

Project #2

Agency Name	Grade
Affordable Homes of South Texas, Inc.	**94**
San Antonio Alternative Housing Inc.	39
Rio Institute	4

Based on the results, the committee recommends that Proyecto Azteca is awarded funding for Project #1 which will provide homeownership opportunities for families below 50% AMI, in the amount of $716,765. Additionally, Project #2, will provide homeownership opportunities for families between 51-120% AMI, is recommended for funding to Affordable Homes of South Texas, Inc. in the amount of $1,871,235.

Steve de la Garza

Michelle Mendoza

Tony Barco

Joe Barron

CBDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and _____., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community-Based Development Organization, (CBDO). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CBDO and the UCP and shall terminate on _____, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CBDO _____ utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

SECTION 4. CBDO PERFORMANCE

A. Providing homeownership opportunities for (18-20 families) qualified families with a total yearly income between 51%-120% of the AMI.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

D. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

E. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

F. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the

employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

G. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 120% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

H. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

CBDO represents and warrants that it is a "Community-Based Development Organization" as described in 24 CFR 570.204 and agrees that it shall comply with all applicable government requirements.

CBDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CBDO shall perform all activities in accordance with the CDBG National Objective as listed under 24 CFR 570.208.3; Performance Statement ("Exhibit A"); the Budget and Project Implementation Schedule, (" Exhibit B"); the Applicable Laws and Regulations, ("Exhibit C"); the Certifications, ("Exhibit D"); the assurances, certifications, and all other statements made by CBDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Identification of properties will be performed by the UCP, in conjunction with the approved applicant.

B. The UCP will be responsible for procuring and requesting inspections and appraisals as each property is identified. An inspection and appraisal will reveal the site specific needs as it relates to the applicable housing standards thus allowing us to determine which of the activities will be performed.

C. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CBDO during the agreement period for performance rendered under this agreement by CBDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CBDO in writing within a

reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CBDO under this agreement.

2. UCP shall be liable to grant CBDO money for only those costs incurred by CBDO which are allowed as defined in 24 CFR 570.205, 570.206, costs related to activities within Section 2301(c)(3), of HERA and Section 6 of this agreement.

3. UCP shall not be liable to grant CBDO money for those costs incurred by CBDO which are disallowed costs as listed under Section 2303 and 2304 of HERA. Nor shall the UCP be liable to grant CBDO money for any costs incurred by CBDO, or any portion thereof, which has been paid to CBDO or is subject to payment to CBDO, or has been reimbursed to CBDO or is subject to reimbursement to CBDO by any source other than UCP.

4. UCP shall not be liable to grant CBDO money for any costs incurred by CBDO or for any performances rendered by CBDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CBDO money for any costs incurred or performances rendered by CBDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 570.205, 570.206 and costs related to activities within Section 2301(c)(3) of HERA. CBDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CBDO Policy. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CBDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CBDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CBDO for any costs incurred or performance rendered by CBDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CBDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. CBDO shall maintain records of the receipt, accrual, and disposition of all CBDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CBDO proceeds, the CBDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CBDO shall provide reports of CBDO proceeds on a monthly basis utilizing Exhibit K of the CBDO Policy.

C. All CBDO proceeds shall be retained by the CBDO however must be re-invested by CBDO and applied towards NSP housing initiatives, as listed under section 4.B of this agreement, for low and moderate income individuals and families.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CBDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CBDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CBDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CBDO. CBDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CBDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CBDO shall include the substance of this Section 8 in all subcontracts.

E. CBDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CBDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CBDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CBDO policy Section VII.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CBDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CBDO hereunder. If UCP withholds such payments, it shall notify CBDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CBDO.

C. Acknowledgment of Funding Source. CBDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to carry out field inspections to ensure compliance with the requirements of this agreement. After each monitoring visit, UCP shall provide CBDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CBDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CBDO. Failure by CBDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CBDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CBDO as an independent CBDO, and that CBDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CBDO under this agreement.

B. CBDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or

property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CBDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CBDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CBDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CBDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CBDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CBDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CBDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CBDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CBDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CBDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CBDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CBDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CBDO has obtained UCP's prior written approval, based on the information submitted, of CBDO's intent to enter into such proposed subcontract. CBDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CBDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CBDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CBDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CBDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CBDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CBDO's full compliance with the terms of this agreement.

C. CBDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CBDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a NSP assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a NSP assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CBDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CBDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with NSP funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to,

individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

SECTION 15. LEGAL AUTHORITY

A. CBDO assures and guarantees that CBDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CBDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CBDO, or representing themselves as signing and executing this agreement on behalf of CBDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CBDO to execute this agreement on behalf of CBDO and to validly and legally bind CBDO to all terms, performances, and provisions herein set forth.

C. CBDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CBDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CBDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CBDO in connection with this agreement; and
2) Any claim against CBDO, the cost and expense of which CBDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CBDO shall furnish immediately to UCP copies of all pertinent papers received by CBDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties hereto that any undertakings must be rendered in accordance with Section 4 of this agreement , the regulations promulgated under such Act, the assurances and certifications made to UCP by CBDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from

time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CBDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CBDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CBDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CBDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CBDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CBDO, suspend this agreement in whole or in part and withhold further payments to CBDO, and prohibit CBDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CBDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CBDO or take more severe enforcement action against CBDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CBDO program.
4. Withhold further HOME award from CBDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CBDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CBDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CBDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CBDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CBDO, each audit required by this section may cover either CBDO's entire operations or each department, agency, or establishment of CBDO which received, expended or otherwise administered federal funds.

3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CBDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CBDO.

4. Unless otherwise specifically authorized by UCP in writing, CBDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CBDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CBDO agrees to permit UCP or its authorized representative to audit CBDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CBDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CBDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CBDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CBDO from funds which were not provided or otherwise made available to CBDO under this agreement.

D. CBDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CBDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CBDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CBDO has staff experience and/or means to perform the environmental review, CBDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CBDO under this agreement until UCP has received certification from CBDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 or 10 years (based on the direct HOME subsidy). CBDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CBDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CBDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CBDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) or ten (10) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CBDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CBDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CBDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CBDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CBDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CBDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CBDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CBDO to affirmatively market units and records to assess the results of these actions. CBDO must maintain a file containing all

marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CBDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CBDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CBDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CBDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CBDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CBDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CBDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CBDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CBDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CBDO may have to the use of the Housing

UNITS. CBDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CBDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement

2. Exhibit B, Budget and Project Implementation Schedule

3. Exhibit C, Applicable Laws and Regulations

4. Exhibit D, Certifications

5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CBDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CBDO under this agreement. Upon request by UCP, CBDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A. **Requesting Price Adjustment**: Upon written request of the CBDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A CBDO must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the CBDO of the price changes.
- The CBDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CBDO or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B. **Price Reduction**: CBDO shall notify the County at the time when the CBDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the CBDO to notify the County of a decrease in costs for items and/or supplies for which the CBDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CBDO the difference between the contract price and the price adjustment.

C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CBDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CBDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the CBDO at any time upon written notice from the County to the CBDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

D. **Allowable Review Periods**: Price adjustment reviews may only be requested by the CBDO on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this _ day of _, 2008.

ATTEST:
Hidalgo County, Urban County Program

_____
UCP Director

_____
CBDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____by _____as Director of , a Texas nonprofit corporation, on behalf of said corporation.

(seal)

_____
NOTARY PUBLIC, State of Texas

NAME: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____by _Diana R. Serna_ as Director of the _Hidalgo County Urban County Program_.

(seal)

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

PERFORMANCE STATEMENT

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CBDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CBDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CBDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CBDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CBDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CBDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CBDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CBDO, its successors, and assigns. Failure to fulfill these requirements shall subject CBDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CBDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CBDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CBDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CBDO and the United States are beneficiaries of and entitled to enforce such covenant. CBDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CBDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CBDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CBDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CBDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CBDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its

contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CBDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CBDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CBDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CBDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CBDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CBDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CBDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CBDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

    a. Political Reform Act. CBDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CBDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CBDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CBDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Affordable Homes of South Texas, Inc.

Signed:

_____
Director

_____
Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CBDO Insurance. CBDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CBDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CBDO utilizes one or more subcontractors in the performance of this Agreement, CBDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CBDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CBDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CBDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CBDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CBDO is not a material part of performance of this Agreement and CBDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CBDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CBDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CBDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CBDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

Hidalgo County Urban County Program

Community-Based Development Organization (CBDO)Certification

Affidavit of Standards for Financial Management Systems

Date:

Affiant:

Recipient:

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: _____

Subscribed and sworn before me on the _____ day of _____, 20___,

by _____, on behalf of _____.

_____ My commission expires:_____

Notary Signature

Seal:

AI-14633 **12.B.**

Waiver Request on HOME assistance cap amount
CC REGULAR

Date: 03/24/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY

Information

CAPTION

The HOME Division of the Hidalgo County - Urban County Program is requesting a waiver to its in-house Owner-Occupied Rehabilitation Program assistance cap amount of $60,000.

BACKGROUND

A change order was triggered due to unforeseen circumstances regarding flood zone requirements relating to the Victor and Francisca Hernandez project. The change order amount together with the existing contract amount exceeded the assistance cap amount of $60,000.

The Texas Local Government Code Section 262.031(a) states, "If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds." In addition, Section 262.031(b) states, "If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made...".

Further, the Urban County Program Procurement Standards 111.7(a) and (b) states the same language as 262.031, allowing the change order and thereby not delaying construction.
As a result, the Urban County Program is requesting a waiver to its assistance cap amount of $60,000

Fiscal Impact

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

BUDGETARY IMPACT:
Urban County will utilize Home 2008 funds for this project.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:38 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2009 01:46 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Estella Webber Started On: 03/18/2009 02:37 PM

Final Approval Date: 03/20/2009

AI-14632 **12.C.**

CBDO certification

CC REGULAR

Date:	03/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to certify the Affordable Homes of South Texas, Inc. (AHSTI), and Proyecto Azteca as Community-Based Development Organizations (CBDO's) within the County of Hidalgo.

BACKGROUND

The Urban County Program requested proposals from organizations meeting the Community-Based Development Organizations (CBDO's) designation requirements, as defined in 24 CFR 570.204(c), for participation in the Neighborhood Stabilization Program (NSP) created under Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008". The UCP HOME Division determined that the abovementioned organizations meet CBDO requirements.

Fiscal Impact

Attachments

Link: checklist

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 02:22 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2009 09:20 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Estella Webber			Started On: 03/18/2009 01:47 PM	
Final Approval Date: 03/20/2009				

URBAN COUNTY PROGRAM

1916 Tesoro Blvd., Pharr, Texas 78577, (956) 787-8127, Fax (956) 787-5291

CBDO CERTIFICATION
Exhibit A
Requirement Checklist for 24 CFR 570.204(c)(1)

Affordable Homes of South Texas, Inc. (agency name) is eligible to be designated as a CBDO under this section because it meets ***each of the requirements listed below.*** If your agency complies with these requirements, please place a checkmark beside each item and attach supporting documentation for each.

☑ 1. An association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the County of Hidalgo (the applicant should provide a copy of the Charter, By-Laws and/or Articles of Incorporation with the appropriate section indicated); and

☑ 2. Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation, by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income (the applicant should provide a copy of the Charter, By-Laws and/or Articles of Incorporation with the appropriate section indicated); and

☑ 3. Is either nonprofit or for-profit, provided that any monetary profits to its shareholders or members must be only incidental to its operations (provide a copy of relative documentation); and

☑ 4. Maintains at least 51 percent of its governing body's membership for low-to-moderate income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low-and-moderate-income neighborhood organizations located in its geographic area of operation (Complete Exhibit D); and

☑ 5. Is not an agency or instrumentality of the County of Hidalgo and does not permit more than one-third of the membership of the its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under (c)(1)(IV) of 24 CFR 570.204) (Complete Exhibit E); and

☑ 6. Except as authorized above, requires the members of its governing body to be nominated and approved by the general membership of the organization or by its permanent governing body (the applicant should provide a copy of the Charter, By-Laws and/or Articles of Incorporation, or pertinent document, with the appropriate section indicated).

FOR UCP Office Personnel Only:

Date Certification Documentation Reviewed: March 13, 2009

Documentation Reviewed by: Steve de la Garza

Title: Compliance Division Manager

Signature:

Is CBDO in compliance? YES ☑ NO ☐

Additional follow up needed? YES ☐ NO ☑

NOTES:

URBAN COUNTY PROGRAM

1916 Tesoro Blvd., Pharr, Texas 78577, (956) 787-8127, Fax (956) 787-5291

CBDO CERTIFICATION
Exhibit A
Requirement Checklist for 24 CFR 570.204(c)(1)

Proyecto Azteca (agency name) is eligible to be designated as a CBDO under this section because it meets ***each of the requirements listed below.*** If your agency complies with these requirements, please place a checkmark beside each item and attach supporting documentation for each.

☑ 1. An association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the County of Hidalgo (the applicant should provide a copy of the Charter, By-Laws and/or Articles of Incorporation with the appropriate section indicated); and

☑ 2. Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation, by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income (the applicant should provide a copy of the Charter, By-Laws and/or Articles of Incorporation with the appropriate section indicated); and

☑ 3. Is either nonprofit or for-profit, provided that any monetary profits to its shareholders or members must be only incidental to its operations (provide a copy of relative documentation); and

☑ 4. Maintains at least 51 percent of its governing body's membership for low-to-moderate income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low-and-moderate-income neighborhood organizations located in its geographic area of operation (Complete Exhibit D); and

☑ 5. Is not an agency or instrumentality of the County of Hidalgo and does not permit more than one-third of the membership of the its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under (c)(1)(IV) of 24 CFR 570.204) (Complete Exhibit E); and

☑ 6. Except as authorized above, requires the members of its governing body to be nominated and approved by the general membership of the organization or by its permanent governing body (the applicant should provide a copy of the Charter, By-Laws and/or Articles of Incorporation, or pertinent document, with the appropriate section indicated).

FOR UCP Office Personnel Only:

Date Certification Documentation Reviewed:	March 13, 2009
Documentation Reviewed by:	Steve de la Garza
Title:	Compliance Division Manager
Signature:	
Is CBDO in compliance?	YES ☑ NO ☐
Additional follow up needed?	YES ☐ NO ☑

NOTES:

AI-14608 **12.D.**

Amendment on fiscal year agreement - Women Together/Mujeres Unidas
CC REGULAR

Date:	03/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with Mujeres Unidas/Women Together-ESG Program YR 20- (2007) until May 15, 2009. Their agreement terminated Dec. 31, 2008 and was extended through February 28, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County ESG Program-YR 20 (2007) until May 15, 2009. Mujeres Unidas/Women Together's initial request was for an extension until April 30, 2009; however, they were approved for an extension through Feb. 28, 2009. Since then, they have not been able to meet their obligations. We anticipate that they will be able to spend the remaining funds for YR 20 by May 15, 2009. We recommend approval of the extension. The two year contract with HUD for YR 20 ends on June 30, 2009.

The grant awarded to Mujeres Unidas/Women Together in the amount of $203,000.00 will not change.
(See attachments)

Fiscal Impact

Attachments

Link: Revised- AI- 14608

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:35 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2009 12:09 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Estella Webber — Started On: 03/17/2009 03:27 PM

Final Approval Date: 03/20/2009

Mujeres Unidas SHELTER **Women Together**
Phone: (956) 630-4878 Fax: (956) 687-4715
E-mail: womentog@swbell.net.
511 N. Cynthia Street • McAllen, Texas 78501

March 6, 2009

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

Dear Ms. Serna:

At this time we are requesting an extension until May 15, 2009 to expend year twenty (20) ESG funds. As you know we depend on ESG funding to operate our shelter facility that serves victims throughout Hidalgo County. We have expended our essential services money for year 20 and will start using year 21 ESG monies this month.

Listed below is our plan to expend the balance of ($42,440.29) ESG year 20 funds. Thank you for your willingness to work with our agency to provide these much needed services.

Sincerely yours,

Estella De Anda

Estella De Anda
Executive Director

RECEIVED
MAR 6 2009

Year 20 Expenditures $42,440.29

March 2009	$15,089	Shelter Operation and Maintenance
April 2009	$15,089	Shelter Operation and Maintenance
May 15, 2009	~~$12,263~~ $12,262.29	Supplies, food, minor repairs, yard care, van maintenance, pest control, cleaning supplies
	Total: ~~$42,441~~ $42,440.29	

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

MUJERES UNIDAS/WOMEN TOGETHER, having been certified as a non-profit, has been allocated 2007 Emergency Shelter Grant funds (ESG). The non-profit shall carry out the following activitIES identified in its 2007 ESG Program Application:

MAINTENANCE & OPERATIONS / ESSENTIAL SERVICES

Mujeres Unidas/Women Together shall utilize the 2007 ESG funds for maintenance and operations of their 4 centers; Emergency Shelter, Transitional Housing, Family Justice Center, and the McAllen Outreach Center. Their emergency shelter houses victims of domestic abuse and their children. The funds are used to maintain and operate the shelter; food, clothing, telephone, utilities, furniture, minor repairs, etc. They also receive funds under essential services to pay for the salaries of case workers/counselors to administer the program and provide client referrals. A total of $203,000 were awarded to Mujeres Unidas/Women Together as follows: $158,777.00 for Maintenance and Operations and $44,223.00 for essential services.

The contract for Mujeres Unidas/Women was approved beginning July 3, 2007 and ended Dec. 30, 2008. The contract for the subrecipients is for eighteen (18) months.

Mujeres Unidas/Women Together requested an extension to their 2007 subrecipient agreement on December 30, 2008 and was approved until Feb. 28, 2009. This second request is to further extend the subrecipient agreement until May 15, 2009.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON MARCH 24, 2009.

County:	**Non-Profit:**
HIDALGO COUNTY	**MUJERES UNIDAS/WOMEN TOGETHER**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
_____	_____
Date	Date

AI-14588 **13.A.**

Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	03/24/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables
Purchasing only:	Constables

Information

CAPTION

Constable Pct. #4:
Requesting approval and authorization to submit FY 2008 Chapter 59 Asset Forfeiture audit report as requested by the Texas Attorney General of Texas.

BACKGROUND

Fiscal Impact

Attachments

Link: Asset Forfeiture Audit Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/17/2009 08:56 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/20/2009 01:12 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Joel Rivera			Started On: 03/16/2009 03:05 PM	
Final Approval Date: 03/20/2009				

AI-14588 **13.A.**

Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	03/24/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables
Purchasing only:	Constables

Information

CAPTION

Constable Pct. #4:
Requesting approval and authorization to submit FY 2008 Chapter 59 Asset Forfeiture audit report as requested by the Texas Attorney General of Texas.

BACKGROUND

Fiscal Impact

Attachments

Link: Asset Forfeiture Audit Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/17/2009 08:56 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/20/2009 01:12 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Joel Rivera			Started On: 03/16/2009 03:05 PM	
Final Approval Date: 03/20/2009				

AI-14666 **14.A.**

AMEND WIC CONTRACT

CC REGULAR

Date:	03/24/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria,WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to amend the WIC Contract with DSHS depicting an increase of 24 cents from $10.45 to $10.69 per participant.

BACKGROUND

An increase of .24 per participant.

Approval letter attached:

Fiscal Impact

Attachments

Link: Back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/20/2009 07:23 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/20/2009 10:53 AM	APRV
3	Angela Garcia	Angela Garcia	03/20/2009 02:46 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 03/19/2009 02:22 PM

Final Approval Date: 03/20/2009

Amendment to WIC Local Agency No Immunization Contract

Delete | Reply | Reply All | Forward | Move/Copy

Show Header

Print Hide Envelope

From: Pugh, Deana Add to Address Book
To: norma.longoria@wic.co.hidalgo.tx.us, jd.salinas@hidalgocountyjudge.com
CC: Ruiz, Kevin, Walk, Bill
Date: Wednesday, March 18, 2009 3:35:18 PM
Subject: Amendment to WIC Local Agency No Immunization Contract
NSS_MID09_HidalgoHHS001A.pdf

Dear Contractor:

The document for the WIC amendment increasing the administrative rate is attached. Please print out two copies, have them signed, and send both to the attention of Deana Pugh at:

Client Services Contracting Unit MC 1886
Department of State Health Services
PO Box 149347
Austin, TX 78714-9347

Please be aware that changes to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

If you have any questions, please call me at (512) 458-7111, ext. 6975.

Thanks,

Deana Pugh, Program Specialist III
Dept. of State Health Services
Client Services Contracting Unit (CSCU)
P.O. Box 149347, Mail Code 1886
Austin, TX 78714-9347
Tel. 512-458-7111, x 6975

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2009-030087 (Contract) in accordance with this Amendment No. 001A: NSS-WIC LOCAL AGENCY-NOIMM, effective 04/01/2009 .

The purpose of this Amendment is to increase the administrative rate due to WIC implementing new food rules beginning October 1, 2009. Agencies will be mandated to conduct additional counseling in fiscal year 2009, to explain changes and train clients about foods never before allowed like fruits and vegetables.

Therefore, DSHS and Contractor agree as follows:

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2009-030087 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Change Program Attachment No. as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION VIII. SPECIAL PROVISIONS, General Provisions, Payment Methods and Restrictions Article, Section 4.01, **Payment Methods, PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT paragraph, is revised as follows:**

During the term of the contract Attachment, Contractor shall earn administrative funds at the rate of ~~$10.45~~ $10.69 for each participant served as defined above.

Department of State Health Services	Contractor
_____	_____
Signature of Authorized Official	Signature of Authorized Official
Date: _____	Date: _____
Evelyn Delgado	Name: _____
Assistant Commissioner for Family and Community Health Services	Title: _____
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	Address: _____ _____
(512) 458-7321	Phone: _____
Evelyn.Delgado@dshs.state.tx.us	Email: _____

AI-14627 **15.A.**

Services Agreement with VIDA

CC REGULAR

Date:	03/24/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Services Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement.

BACKGROUND

Agreement is being reviewed by legal counsel. Copies will be provided at court.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-843

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Total cost: $250,000.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 01:38 PM	APRV
2	Roland Garcia	Rolando Garcia	03/20/2009 07:30 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Erika Reyna			Started On: 03/18/2009 12:55 PM	
Final Approval Date: 03/20/2009				

AI-14626 **15.B.**

81st Legislative Session

CC REGULAR

Date:	03/24/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 01:38 PM	APRV
2	Roland Garcia	Rolando Garcia	03/20/2009 07:29 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Erika Reyna — Started On: 03/18/2009 12:47 PM

Final Approval Date: 03/20/2009

AI-14621 **15.C.**

Hidalgo County Primary Care/ Substance Abuse Facility

CC REGULAR

Date:	03/24/2009
Submitted By:	Brenda Garza, COUNTY JUDGE
Submitted For:	Juan D. Salinas
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding the County's role in the construction of the Hidalgo County Primary Care/ Substance Abuse Facility.

BACKGROUND

Fiscal Impact

Attachments

Link: Prelim Site Probable Cost for Primary Care Substance Abuse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:38 AM	APRV
2	Roland Garcia	Rolando Garcia	03/20/2009 03:51 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Brenda Garza — Started On: 03/18/2009 11:44 AM

Final Approval Date: 03/20/2009

TFC HIDALGO COUNTY CLINIC PRELIM SITE PROBABLE COST

MARCH 16, 2009
NEGRETE & KOLAR ARCHITECTS

ITEM	QUANT.	UNITS	UNIT COST	ITEM COST	
SITE IMPROVEMENTS					
DIVISION 2 - SITEWORK					
NEW BUILDING SITE CLEARING	14,000	SF	$ 0.15	$ 2,100.00	
6" WATER LINE EXTENSION	500	LF	$ 35.00	$ 17,500.00	
SEWER LINE EXTENSION	500	LF	$ 25.00	$ 12,500.00	
DETENTION POND	1	LS	$ 24,000.00	$ 24,000.00	
STORM DRAINAGE	1	LS	$ 55,000.00	$ 55,000.00	
GENERAL SITE FLATWORK	4,000	SF	$ 3.00	$ 12,000.00	
HARDSCAPE PLAZA	2,000	SF	$ 3.00	$ 6,000.00	
TRASH CAN WASH AREA	200	SF	$ 5.00	$ 1,000.00	
DELIVERY FLATWORK	400	SF	$ 5.00	$ 2,000.00	
PARKING - ASPHALT	12,750	SF	$ 3.00	$ 38,250.00	
CONNECTING DRIVE & LOOP	24,000	SF	$ 3.00	$ 72,000.00	
CURB & GUTTER	500	LF	$ 8.25	$ 4,125.00	
GENERAL FINE GRADING	15,000	SF	$ 0.45	$ 6,750.00	
GENERAL LANDSCAPE & IRRIGATION	200,000	SF	$ 0.25	$ 50,000.00	
DIVISION TOTAL					**$ 303,225.00**
12% MARKUP FOR GENERAL CONDITIONS			12%		$ 36,387.00
7% CONTRACTOR OVERHEAD AND PROFIT			6%		$ 18,193.50
GRAND TOTAL - SITE IMPROVEMENTS					**$ 357,805.50**

AI-14615 **15.D.**

Interlocal Agmt with Commuter Rail District

CC REGULAR

Date:	03/24/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Interlocal Cooperation Agreement between the County of Hidalgo and Hidalgo County Commuter Rail District and Conflict of Interest Letter.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding necessary

Attachments

Link: Interlocal Agreement

Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 12:15 PM	APRV
2	Roland Garcia	Rolando Garcia	03/20/2009 07:15 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Erika Reyna			Started On: 03/18/2009 08:40 AM	
Final Approval Date: 03/20/2009				

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE HIDALGO COUNTY COMMUTER RAIL DISTRICT

THIS Agreement is made on this the ____ day of _____, 2009 by and between the HIDALGO COUNTY COMMUTER RAIL DISTRICT, hereinafter referred to as the "Rail District" and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the Rail District is a commuter rail district created under V.T.C.A. Civil Statutes Art. 6550c-3;

WHEREAS, County is a county in the State of Texas;

WHEREAS, the Rail District desires to seek assistance from the County to enable it to engage in its operations;

WHEREAS, the County agrees it is in its best interest to provide such assistance to the Rail District because it will offer a public benefit to County residents;

WHEREAS, the Rail District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Government Code 791.001 et. seq., which authorizes local governments (including special districts) to contract with each other to perform governmental functions and services under the terms of the Act

NOW, THEREFORE, the Rail District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to assist the Rail District by providing the following administrative functions:

   (A) Legal Counsel;

   (B) Court Reporter Services;

   (C) Administrative Staff Assistance;

   (D) Commissioner's Courtroom;

   (E) Physical address; and

   (F) A link and email address on the County Webpage.

2. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

3. **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 applicable law, present or future law, ordinance or administrative regulation, 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

4. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

6. **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.

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

If to County:

Hidalgo County, Texas
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Rail District:

Hidalgo County Commuter Rail District
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

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

8. **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.

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

10. **Assignment**. This Agreement shall not be assignable.

11. **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.

12. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

13. **Authority to Execute**. The execution and performance of this Agreement by the Rail District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Rail District and County in accordance with its terms.

14. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

15. **Commitment of Current Revenues Only**. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

Hidalgo County	**Hidalgo County Commuter Rail District**
JD Salinas III, County Judge	Godfrey Garza, Chair
ATTEST:	ATTEST:
Arturo Guajardo, Jr., County Clerk	Agapito Vargas, Secretary

APPROVED AS TO FORM:

Antonio Mendoza
Assistant Criminal District Attorney

RENE GUERRA

March 16 2009

Hidalgo County, Texas
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

Hidalgo County Commuter Rail District
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

To the County of Hidalgo and to the Hidalgo County Commuter Rail District:

I have been asked to provide legal representation to the Hidalgo County Commuter Rail District pursuant to a certain Interlocal Agreement to be entered into on the 17th day of March, 2009, a copy of which is attached hereto.

I am an Hidalgo County Assistant Criminal District Attorney assigned to Hidalgo County affairs. As such, I represent the County in legal matters that come before it. Therefore, by agreeing to represent both entities it is important that both entities are advised of and agree to my representation.

State Bar Rules, Art. 10, §9, Rule 1.06(c) permits a lawyer to represent a client despite possible adverse limitations "... if the lawyer reasonably believes that representation of each client will not be materially affected and each affected or potentially affected client consents to the representation after full disclosure of the existence, nature, implications and possible consequences of the common representation."

My representation of the Hidalgo County Commuter Rail District is intended as an interim measure until appropriate funding is obtained by the District. I believe that neither client's interests will be adversely affected. Further, I see no present conflict between the parties. However, if I believe a conflict has arisen, I will promptly resign my position as counsel to the Hidalgo County Commuter Rail District.

By signing this letter in the places indicated below, the parties accept that there has been full disclosure as to any adverse implications and agree to my representation of both parties.

Very truly yours,

_____
Antonio Mendoza
Assistant Criminal District Attorney

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

Hidalgo County	Hidalgo County Commuter Rail District
_____	_____
JD Salinas III, County Judge	Godfrey Garza, Chair

AI-14668 **15.E.**

Proclamation - STC Day

CC REGULAR

Date:	03/24/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation proclaiming March 25,2009 as STC Day in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/20/2009 07:22 AM	APRV
2	Roland Garcia	Rolando Garcia	03/20/2009 03:18 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 03/19/2009 03:56 PM

Final Approval Date: 03/20/2009

AI-14555 **16.A.**

Self Assessment

CC REGULAR

Date:	03/24/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Hidalgo County Head Start Program Self Assessment and Plan of Action

BACKGROUND

Policy Council Approval: March 11, 2009

Fiscal Impact

Attachments

Link: Self Assessment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 01:13 PM	APRV
2	Roland Garcia	Rolando Garcia	03/20/2009 07:49 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Linda Galaviz			Started On: 03/13/2009 10:40 AM	
Final Approval Date: 03/20/2009				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: March 11, 2009

SUBJECT: Discussion/Approval of Hidalgo County Head Start Program Self Assessment and Corrective Action Plans

RATIONALE/NEED: The purpose of the Self Assessment is to improve program effectiveness. The Self Assessment was conducted during the weeks of February 9-13, 2009 and February 16-20, 2009. All centers were reviewed and corrective action plans were developed accordingly based on non-compliance issues/findings.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Hidalgo County Head Start Program Self Assessment Report and Corrective Action Plans

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores



Hidalgo County Head Start Program
Annual Self Assessment
Program Year 2008 – 2009

Continuous quality improvement is a central belief of the Hidalgo County Head Start program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families throughout the county. As part of this process, the annual Self Assessment provides the program with the means to regularly assess the management systems and program operations in order to continually strengthen the program and the services delivered to children and families.

The Head Start Performance Standards clearly state that at least once each program year, with the consultation and participation of the Policy Council, the Grantee Board and, as appropriate, other community members, grantee agencies must conduct a Self Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal Regulations.

By using the Self Assessment process, the Hidalgo County Head Start Program can assess annually how specific aspects of the program's operations impact services delivered to children and families. The Self Assessment is an integral part of the program's planning cycle.

The Self Assessment process involves the collection of information from a variety of sources to determine if systems and services have been implemented and are working effectively. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address the identified weaknesses of the program.

In order to ensure that the Hidalgo County Head Start Program is meeting program goals and objectives and is implementing Federal Regulations, the Program utilized the 2009 Office of Head Start Monitoring Protocol as the primary instrument to record and document the results of the annual Self Assessment.

The Self Assessment results are presented in a summary format based on the eleven (11) areas of the Protocol. A Plan of Action is provided on areas where weaknesses or areas of concern were identified.

I. Health Services:

Section 1: Human Resources
Section 2: Providing Health Services
Section 3: Health Policies and Procedures
Section 4: Early Head Start Programs Serving Pregnant Women or New Mothers
Section 5: On Going Monitoring

II. Safe Environments:

Section 1: Facilities Materials and Equipment
Section 2: Hygiene
Section 3: Food Safety and Sanitation
Section 4: Ongoing Monitoring

Program Strengths:

- The centers were clean and inviting.
- The classrooms were well organized and clutter free.
- The playground was clean and equipment was free of any safety hazards.
- The center managers and staff were very friendly and able to answer all questions asked.
- The children records were well organized.
- The teachers in all the classrooms had great classroom management and were eager to assist with the self assessment.
- The children's work was proudly displayed through-out the center.
- The children were happy and participating in classroom activities.
- The staff promoted good dental hygiene and hand washing procedures.
- Good documentation was maintained through-out the child's folder.
- The center staff was very helpful and courteous.
- Policies and procedures were clearly posted on the classroom walls.
- The health bulletin board was up to date in every classroom.
- The teachers were promoting safety practices by supervising children and re-directing them accordingly.
- The toys were properly stored and labeled.
- Toothbrushes and toothpaste were properly labeled and stored.
- The exits and evacuation routes were easily visible.

Plan of Action for Health Services:

1304.53 (a)(5) There are at least 35 square feet of usable indoor space (ie., not including, bathrooms, halls, kitchens, staff rooms, and storage places) per child.

One classroom in Edinburg I did not meet the space requirements defined above. An adjustment to the enrollment quota will be made to meet the minimum required space per child.

III. Nutrition Services:

Section 1: Human Resources
Section 2: Understanding Children's Nutritional Needs
Section 3: Managing Nutritional Services
Section 4: Integrating Nutrition into Early Childhood Development
Section 5: Ongoing Monitoring

Program Strengths:

- The center staff was very friendly and worked very well as a team.
- The children were very happy and the staff made parents feel welcomed at the facility.
- The center kitchens were extremely clean and organized.
- The centers were clean and well organized.
- Good classroom management during meal service was observed.
- Good parent participation was observed and projected through-out the center.
- There is good communication between parents and staff.
- Nutrition related classroom activities were followed on a daily basis.
- The parents interviewed were knowledgeable on nutrition services.
- The nutrition bulletin board provided additional nutrition information for the parents.
- The staff was well prepared for the Self Assessment.
- There was a peaceful atmosphere through-out the centers.
- The staff was genuine on caring for children's meal service needs.

Plan of Action for Nutrition Services:

No plan of action was required at this time.

IV. Transportation Services:

Section 1: Transportation Services Management
Section 2: Grantee and Delegate Directly Provided or Contract -Provided Transportation
Section 3: Bus Driver Credentials, Qualifications, and Training
Section 4: Transportation Related Services
Section 5: Ongoing Monitoring

Program Strengths:

- Both routes (where provided) were done within one hour each.
- All the required safety equipment was current and identified.
- All the children were ready to board the bus on time.
- The bus drivers and the bus aides were very courteous with all the parents.
- All the required documents were current and easily accessible to the reviewer.
- The bus aides were very friendly and involved with the children on the bus.
- The parents were at the bus stop waiting for the bus to arrive.
- The children with disabilities were transported with no problems.
- The buses were very clean and properly maintained.

Plan of Action for Transportation Services:

No plan of action was required at this time.

V. Disabilities Services:

Section 1: Human Resources
Section 2: Coordinated Activities
Section 3: Outreach and Recruitment
Section 4: Evaluation and Development of IEP/IFSP
Section 5: Community Partners
Section 6: Ongoing Monitoring

Program Strengths:

- Information on events taking place for parents of children with disabilities was posted.
- The disability aides were assigned to children with significant disabilities.
- Case management documentation was well written and maintained.
- The centers were inviting and clean.

- The center managers and support services staff were very receptive to the suggestions and guidance provided.
- The support services staff worked as a team in assisting the teaching staff as needed.
- The parent volunteers assisted in decorating the center according to the unit of study (theme).
- The teachers displayed good classroom management skills.
- A foster grandparent was observed singing to the children during nap time.
- The parent volunteers were observed assisting in the classrooms.
- The bus aides assisted the teachers with the children with behavior issues.

Plan of Action for Disabilities Services:
No plan of action was required at this time.

VI. Mental Health Services:

Section 1: Human Resources
Section 2: Implementation of Mental Health Services
Section 3: Ongoing monitoring

Program Strengths:

- The lesson plans reflected the mental health curriculum and the unit of study.
- The classrooms were print rich and labeled at the children's eye level.
- The classrooms were nicely decorated and children's artwork was displayed.
- The classroom environment was warm and inviting.
- The staff was friendly and greeted parents, children and visitors with a smile.
- The teachers provided the opportunities for good socialization and language reinforcement.
- The teachers did a great job teaching the social skills (very creative).
- The environment is very clean, warm and nurturing.
- The center staff was kind and helpful.
- The staff demonstrated great use of positive reinforcement.
- Good team work was observed between the teachers and the assistant teachers.
- The bulletin boards had pictures of dads in action doing activities with their children (great idea).

- The support services staff was very helpful and involved.
- Well structured classroom settings were observed.
- The children were smiling and appeared happy and well adjusted.
- The centers were father friendly, there were many posters of fathers with their children displayed through-out the centers.
- The children's work and photos were displayed through-out the centers.
- The teachers appeared to have a good relationship with the parents.

Plan of Action for Mental Health Services:

No plan of action was required at this time.

VII. Family and Community Services:

Section 1: Human Resources
Section 2: Building Relationships with Families
Section 3: Strengthening Families through the Family Partnership Agreement Process
Section 4: Encouraging Parent Participation
Section 5: Building and Maintaining Community Partnerships
Section 6: Ongoing Monitoring

VIII. Eligibility, Recruitment, Selection, Enrollment, and Attendance:

Section 1: Eligibility, Recruitment, Selection, Enrollment, and Attendance
Section 2: Ongoing Monitoring

Program Strengths:

- The parent's corner was very informative.
- The centers had a well stocked parent library.
- The parent volunteers were present and very involved in the center activities.
- Positive motivation and incentives for promoting attendance were implemented on a daily basis.
- There was a high level of parent participation evident at the centers.
- The parent's corner had a section for volunteer recognition.
- The parents interviewed were very receptive and appreciative of the staff and the program.
- The staff was very knowledgeable about resources in the community.

- The parents interviewed were center committee members and very proud of being part of their child's decision making process.
- The classrooms were very colorful and full of parent/child take home activities.
- The parents were willing and proud to be interviewed as part of the Self Assessment process.
- The Exploring Parenting curriculum has been implemented and the parents interviewed were very complimentary.
- The center office files were very organized.
- The parent corner displayed good information for parents in both English and Spanish with great recognition of the volunteer of the month.
- The support services staff was very knowledgeable in the case management system.
- The collaboration with the Independent School Districts and the TEEM project enhanced the transition process from Head Start to the public schools.
- The substitute pool consisted of mostly parent volunteers.

Plan of Action for Family and Community Services:

1304.40 (i)(2) Parent Involvement and Home Visits. Home visits are opportunities for making connections between the home and program settings, developing positive relationships which allow parents and staff to get to know one another, focusing individualized attention on family strengths, interests and goals.

Mercedes I did not complete the required home visits. Training and technical assistance will be provided to ensure that the staff understands the program's procedures in conducting home visits.

IX. Education and Early Childhood Development Services:

Section 1: Human Resources
Section 2: Curriculum, Individualization, and Assessment
Section 3: Social-Emotional Development
Section 4: Cognitive and Language Development
Section 5: Physical Development
Section 6: Ongoing Monitoring

Program Strengths:

- The staff had a positive attitude and demonstrated pride in their work.
- The staff provided a cheerful learning environment.
- There was evidence of parent participation through-out the center.
- The centers were very clean and inviting.
- The teachers praised and encouraged the children.
- The children seemed very happy and well adjusted to the environment.
- The learning areas were neatly organized and had ample amount of materials.
- The classrooms had a print rich environment.
- The bulletin boards were very attractive and up to date with the unit of study and the culture of the month.
- The center managers and staff were very welcoming and cooperative through-out the Self Assessment process.
- The children know and understand the classroom routine.
- Word walls were being used as an instructional tool for vocabulary.
- The children's work was displayed through-out the centers.
- The teachers greeted the parents and the children in a friendly, respectful manner.
- The teachers were observed asking open-ended questions.
- The children had good command of the English language.
- The teachers were sensitive to the children's needs.
- Smooth transitions between activities were observed.
- The independent school district teachers and the Head Start teachers have great working relationships.

Plan of Action for Education and Early Childhood Development Services:

1304.20 (f)(1) Individualization of the program. Grantee and delegate agencies must use the screenings for developmental, sensory, and behavioral concerns, the ongoing observations, medical and dental evaluations and treatments, and insights from the child's parents to help staff and parents determine how the program can best respond to each child's individual characteristics, strengths and needs.

Individualization of instruction reflected that there is a lack of congruence between the written plan and the implementation

level for meeting children's individual needs. Training and technical assistance will be provided to the classroom staff to ensure that the educational program is developmentally appropriate for each child in the program and that activities are carried out according to plan. Training will include instructional methods as well as proper documentation.

1304.21 (a)(4)(i)(ii)(iii)(iv) Grantee and delegate agencies must provide for the development of each child's cognitive and language skills by: (i) Supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration; (ii) Ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue; (iii) Promoting interaction and language use among children and between children and adults; and (iv) Supporting emerging literacy and numeracy development through materials and activities according to the developmental level of each child.

More attention is required of staff to develop prerequisite skills in the areas of writing, numeracy and early literacy. Training and technical assistance will be provided to the classroom staff to ensure that the use of dittos is eliminated and the developmentally appropriate practices are implemented in the instructional program.

X. Fiscal Management:

Section 1: Governance and Internal Controls
Section 2: Use of Head Start Grant Funds
Section 3: Grant Property
Section 4: Compensation
Section 5: Financial Reporting

Program Strengths for Fiscal Management:

- Monthly monitoring and submission of financial reporting to policy groups, administration and department heads

- Timely submission and report monitoring of the IRS Form 941, Federal Cash Transaction Report Form 272, Financial Status Report Form 269, IRS Wage and Tax Statement Form W-2, etc…
- Internal Revenue Service E-Services accessibility for verifying W-9's
- Verification of employment taxes (Form 941) through the MIP Accounting Payroll module
- Electronic Requisitioning
- Electronic Payroll Process & Direct Deposit
- Reconciliation forms prepared and designed to assist in reconciling inter-fund accounts, cash draw downs, bank accounts, etc…

Plan of Action for Fiscal Management:

No plan of action was required at this time.

XI. Program Design and Management:

Section 1: Governing Body
Section 2: Policy Council
Section 3: Planning
Section 4: Ongoing Monitoring
Section 5: Communications
Section 6: Record Keeping and Reporting
Section 7: Human Resources
Section 8: Program Strengths

Program Strengths for Program Design and Management:

- The program provides the employees with opportunities to attend institutions of higher learning. The accomplishments and commitment of the staff are reflected as follows:

Center Managers with a degree		25
	Associates	18
	Bachelors	5
	Masters	2
Teachers with a degree		141
	Associates	114
	Bachelors	27
Support Staff with a degree		17
	Facilitators	11
	Assistants	6

Teachers graduating May/August	28
Administrators with degrees	18
Total Head Start employees with degrees:	229

- Services and policy procedures were established and conducted on a timely manner. These include: Organizational Chart, Monitoring, Qualified Staff and Consultants, Annual Performance Appraisals, Professional Development, Health Appraisals/TB Tests, Standards of Conduct, Child Abuse and Neglect Policy, and Teacher Training – 15 hours.

Plan of Action for Program Design and Management:

644 (a)(2)642 (d)(2)648A (g)(3) 1310.16 (b) 1301.31 (b)(1)(iii)

The Self Assessment process for Program Design and Management revealed a strong system that complies with all Head Start Standards. The process also outlined new areas of compliance as adopted by the newly enacted 2007 Head Start Act. These areas although not formally adopted as standards must still be part of the Program Design and Management compliance process.

These Include:

1. Creating additional reports to the Policy Council and the Grantee Board for Attendance, Meals Snacks as well as a monthly Program Information Report (PIR).
2. Creating an annual report to the general public that reveal; Total number of funds and the source of each; explanation of budgetary expenditures; total number of children serve; audit results; percentage of children receiving medical help and parent involvement information.
3. A procedure for conducting new employee criminal record checks prior to employment with the Hidalgo County Head Start Program. In addition, an FBI fingerprint background check for all new employees during the pre-employment process.

AI-14652 **17.A.**

Execution of Documents

CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration, action and/or of approval of Authority for Execution of Documents by Jose N. Pena- Director Hidalgo County Right of Way Department for Right of Way Acquisition Projects previously approved by Commissioners' Court to include Title Company Closing Documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Undetermined

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Unable to ascertain fiscal impact due to lack of documentation.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:43 AM	APRV
2	Dale Kennan	Dale Kennan	03/20/2009 09:11 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/18/2009 04:11 PM	
Final Approval Date: 03/20/2009				

AI-14655 **17.B.**

Closing Documents - Hector Guerra

CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Closing Documents for Lot 16 & 17 Monte Alto Heights Subdivision for the Monte Alto Collection Site Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-432-00-121-001-0-719

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $38,000.00 as of 3/20/09.

Attachments

Link: Guerra, H

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:43 AM	APRV
2	Dale Kennan	Dale Kennan	03/20/2009 09:07 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/18/2009 04:29 PM	
Final Approval Date: 03/20/2009				

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 115504	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
The County of Hidalgo **509 E. Earling Road** **San Juan, TX 78589**	**Hector Guerra and Alicia Guerra,** **907 S. Cage Blvd.** **Pharr, TX 78577**	,

G. Property Location	H. Settlement Agent Name	
Monte Alto Heights, Lot 16, Hidalgo County **Monte Alto, TX 78538** **See Addendum**	**Valley Land Title Co.** **612 W. Nolana** **Ste. #570** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Co.** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **3/18/2009** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$36,800.00**	401. Contract Sales Price	**$36,800.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$1,049.78**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$37,849.78**	**420. Gross Amount Due to Seller**	**$36,800.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/09 thru 03/18/09	**$52.28**	511. County property taxes 01/01/09 thru 03/18/09	**$52.28**
212. Annual assessments		512. Annual assessments	
213. School property taxes 01/01/09 thru 03/18/09	**$73.00**	513. School property taxes 01/01/09 thru 03/18/09	**$73.00**
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516. 2006-08 county taxes to Armando Barrera	**$999.84**
217.		517. 2006-08 school taxes to Armando Barrera	**$1,537.28**
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$125.28**	**520. Total Reduction Amount Due Seller**	**$2,662.40**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$37,849.78**	601. Gross Amount due to seller (line 420)	**$36,800.00**
302. Less amounts paid by/for borrower (line 220)	**$125.28**	602. Less reductions in amt. due seller (line 520)	**$2,662.40**
303. Cash From Borrower	**$37,724.50**	**603. Cash To Seller**	**$34,137.60**

File No. 115504

L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	**$0.00**	**@ % = $0.00**		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			**$0.00**	**$0.00**
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from to	@ $0/day			
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	**$0.00** per month	**$0.00**	
1002. Mortgage insurance	months @	**$0.00** per month	**$0.00**	
1003. City property taxes	months @	**$0.00** per month	**$0.00**	
1004. County property taxes	months @	**$0.00** per month	**$0.00**	
1005. Annual assessments	months @	**$0.00** per month	**$0.00**	
1006. School property taxes	months @	**$0.00** per month	**$0.00**	
1007. Water District Taxes	months @	**$0.00** per month	**$0.00**	
1008. HOA Dues	months @	**$0.00** per month	**$0.00**	
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to **L. G. "Jerry" Canales**		**$150.00**	
(includes above items numbers:		)		
1108. Title insurance	to **Valley Land Title Co.**		**$413.00**	
(includes above items numbers:		)		
1109. Lender's coverage	**$0.00/$0.00**			
1110. Owner's coverage	**$36,800.00/$413.00**			
1111. Escrow fee	to **Valley Land Title Co.**		**$350.00**	
1112. State of Texas policy guaranty fee.	to **Valley Land Title Co.-Guaranty Fee Escrow Account**		**$5.00**	
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**		**$75.78**	
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed **$20.00** ; Mortgage ; Rel	to Valley Land Title Co.	**$20.00**	
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204. Recording fees: AMS	to **Valley Land Title Co.**		**$16.00**	
1205. Recording fees: Lien Aff	to **Valley Land Title Co.**		**$20.00**	
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$1,049.78**	

File No. 115504

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo, Texas

By:_____
J. D. Salinas, III, County Judge

_____
Hector Guerra

_____
Alicia Guerra

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

File No. 115504

Addendum to HUD Settlement Statement
Section G – Additional Tracts of Land
Monte Alto Heights, Lot 17, Hidalgo County , TX

AI-14654 **17.C.**

Closing Documents - Theordora J. Aguilar

CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute closing documents for a 47.66 acre tract of land out of Lot 14 R. B. Curry Survey No. 4 Subdivision for the San Carlos Drainage Improvement Project with authority for County Auditor to review and complete processing procedures and County Treasurer to issue manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1339-431-00-124-038-0-733

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending approval interdepartmental transfer (AI-14631) on the 3/24/09 CC, in the amount of $574,224.15.

Attachments

Link: Aguilar

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:43 AM	APRV
2	Dale Kennan	Dale Kennan	03/20/2009 09:37 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/18/2009 04:23 PM	
Final Approval Date: 03/20/2009				

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 115227	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
County of Hidalgo, Texas **P O Box 758** **Edinburg, TX 78540-0758**	**Theodora Jacqueline Aguilar** **P.O. Box 58** **La Blanca, TX 78558**	

G. Property Location	H. Settlement Agent Name	
R B Curry Subdivision 1, 2, 3, And 4, Lot 14, Hidalgo County **Curve Road** **Edinburg, TX 78539**	**Valley Land Title Co.** **612 W. Nolana** **Ste. #570** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Co.** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **3/16/2009** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$574,365.00**	401. Contract Sales Price	**$574,365.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$270.00**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District taxes 03/17/09 thru 12/31/09	**$665.01**	410. Water District taxes 03/17/09 thru 12/31/09	**$665.01**
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$575,300.01**	**420. Gross Amount Due to Seller**	**$575,030.01**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	**$1,000.00**	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	**$85,889.24**
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/09 thru 03/16/09	**$31.97**	511. County property taxes 01/01/09 thru 03/16/09	**$31.97**
212. Annual assessments		512. Annual assessments	
213. School property taxes 01/01/09 thru 03/16/09	**$43.89**	513. School property taxes 01/01/09 thru 03/16/09	**$43.89**
214. Water District taxes		514. Water District taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$1,075.86**	**520. Total Reduction Amount Due Seller**	**$85,965.10**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$575,300.01**	601. Gross Amount due to seller (line 420)	**$575,030.01**
302. Less amounts paid by/for borrower (line 220)	**$1,075.86**	602. Less reductions in amt. due seller (line 520)	**$85,965.10**
303. Cash From Borrower	**$574,224.15**	**603. Cash To Seller**	**$489,064.91**

L. Settlement Charges				
700. Total Sales/Broker's Commission based on price	**$574,365.00**	**@ % =**	**$0.00**	Paid From Borrower's Funds at Settlement / Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement				**$0.00** / **$0.00**
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from to	@ /day			
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @		per month	
1002. Mortgage insurance	months @		per month	
1003. City property taxes	months @		per month	
1004. County property taxes	months @	**$12.96**	per month	
1005. Annual assessments	months @		per month	
1006. School property taxes	months @	**$17.80**	per month	
1007. Water District taxes	months @		per month	
1008. HOA Dues	months @		per month	
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to **L. G. "Jerry" Canales**			**$150.00**
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to **Valley Land Title Co.**			**$3,376.00**
(includes above items numbers:)				
1109. Lender's coverage	**$0.00/$0.00**			
1110. Owner's coverage	**$574,365.00/$3,882.40**			
1111. Escrow fee	to **Valley Land Title Co.**			**$250.00** / **$250.00**
1112. State of Texas policy guaranty fee.	to **Valley Land Title Co.-Guaranty Fee Escrow Account**			**$5.00**
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**			**$54.13**
1114. Survey Amendment (OTP only)	to **Valley Land Title Co.**			**$506.40**
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed **$20.00** ; Mortgage ; Rel		to Valley Land Title Co.	**$20.00**
1202. City/county tax/stamps	Deed ; Mortgage		to	
1203. State tax/stamps	Deed ; Mortgage		to	
1204. Order for Release of D/T	to **Valley Land Title Co.**			**$36.00**
1205. Release of Child Support Lien	to **Valley Land Title Co.**			**$20.00**
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303. 2007-2008 County Taxes	to **Armando Barrera Tax Collector**			**$330.06**
1304. 2008 School Taxes	to **Armando Barrera Tax Collector**			**$232.85**
1305. Courier Fee	to **Valley Land Title Co.**			**$5.10**
1306. Payoff of Child Support Lien	to **Office of the Attorney General**			**$3,645.50**
1307. Payment to Tenant	to **A. Duda & Sons, Inc.**			**$77,278.20**
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				**$270.00** / **$85,889.24**

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo

By: J.D. Salinas, III, County Judge

Theodora Jacqueline Aguilar

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Charge to VLTC
GF: 115,227

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

WARRANTY DEED

Date: **March 16, 2009**

Grantor: **THEODORA JAQUELINE AGUILAR a/k/a THEODORA JACQUELINE AGUILAR**

Grantor's Mailing Address (including county): **P.O. Box 58**
La Blanca, Hidalgo County, Texas 78558

Grantee: **COUNTY OF HIDALGO, TEXAS**

Grantee's Mailing Address (including county): **P.O. Box 758**
Edinburg, Hidalgo County, Texas 78540

Consideration: **Ten and NO/100 Dollars ($10.00) and other valuable consideration**

Property (including any improvements):

A 47.66 acre tract of land, more or less, and being all of Lot 14, R.B. CURRY SURVEY No. 4, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas, and according to Gift Deed recorded under Document Number 1804482, Official Records of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

Beginning at a cotton picker spindle set in the centerline of Dillon Road and within the right of way of Curve Road for the Southeast corner of Lot 14 and the Southeast corner of this tract.

THENCE, North 79 degrees, 57 minutes, 20 seconds West, along the South line of Lot 14 and within the right of way of Curve Road, a distance of 1,742.57 feet to a ½ inch iron rod found for the Southwest corner of Lot 14 and the Southwest corner of this tract.

THENCE; North 09 degrees, 14 minutes East, along the West line of Lot 14, passing a ½ inch iron rod 24 inches in length with plastic cap stamped RPLS 4856 set at 15.00 feet for the North right of way line of Curve Road, passing a ½ inch iron rod 24 inches in length with plastic cap stamped RPLS 4856 set at 1,058.00 feet for the South line of a drain ditch easement, a total distance of 1,178.00 feet to a point for the Northwest corner of Lot 14 and the Northwest corner of this tract.

THENCE; South 80 degrees, 51 minutes East, along the North line of Lot 14, passing at 1,722.40 feet the West right of way line of Dillon Road, a total distance of 1,742.40 feet to a cotton picker spindle set in the centerline of Dillon Road for the Northeast corner of Lot 14 and the Northeast corner of this tract.

THENCE, South 09 degrees, 14 minutes West, along the East line of Lot 14 and the centerline of Dillon Road, a distance of 1,205.20 feet to the POINT OF BEGINNING.

Reservations from Conveyance: **NONE**

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. **Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.**

2. **Roads, easements and reservations as shown on the map and dedication of R.B. Curry Survey 1, 2, 3 & 4, recorded in Volume 2, Page 23, Map Records of Hidalgo County, Texas.**

3. **Easements for canal rights-of-way as shown by instruments recorded in Volume 253, Pages 103 and 423, Deed Records of Hidalgo County, Texas.**

4. **Road easement and drainage ditch as disclosed by instrument dated March 16, 1987, recorded in Volume 2421, Page 942, Official Records of Hidalgo County, Texas.**

5. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by V.C. Thompson to McCollum Oil Company, dated March 9, 1943, recorded in Volume 49, Page 143, Oil and Gas Records of Hidalgo County, Texas.**

6. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Martin Keiffer to La Gloria Corporation, dated March 9, 1944, recorded in Volume 65, Page 81, Oil and Gas Records of Hidalgo County, Texas.**

7. **Terms, stipulations and conditions contained in Memorandum of Oil, Gas and Mineral Lease executed by Alfonso Flores and wife, Ofelia G. Flores to Buckaroo Fuel Company, L.L.C., dated April 26, 2007, filed April 26, 2007 under Document Number 1750754, Official Records of Hidalgo County, Texas.**

8. **Mineral and/or royalty reservation contained in deed dated April 18, 2007, filed April 27, 2007 under Document Number 1751185, Official Records of Hidalgo County, Texas.**

9. **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**

10. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**

11. **Rights or claims by Hidalgo County Irrigation District No. 1 as to the North 50 feet of this property.**

12. **Standby fees, taxes and assessments by any taxing authority for the year 2009, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee assumes.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

_____
THEODORA JAQUELINE AGUILAR
a/k/a THEODORA JACQUELINE AGUILAR

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on March _____, 2009 by **THEODORA JAQUELINE AGUILAR a/k/a THEODORA JACQUELINE AGUILAR.**

_____
NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :
COUNTY OF HIDALGO, TEXAS
P.O. Box 758
Edinburg, Texas 78540

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano Street
Edinburg, Texas 78539
File No.: 115227

AI-14653 **17.D.**

Closing Documents - Rolando R. Guerra

CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute closing documents for an 18.76 acre tract of land out of Lot 15 Section 260 Texas- Mexican Railway Company's Survey for the San Carlos Drainage Improvement Project with authority to County Auditor to review and complete processing procedures and County Treasurer to issue a manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1339-431-00-124-039-0-733

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending approval interdepartmental transfer (AI-14631) on the 3/24/09 CC, in the amount of $242,693.27.

Attachments

Link: R. Guerra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:44 AM	APRV
2	Dale Kennan	Dale Kennan	03/20/2009 07:07 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Sandra Garcia Started On: 03/18/2009 04:16 PM

Final Approval Date: 03/20/2009

A. U.S. Department of Housing and Urban Development	B. Type of Loan	
	1. [ ] FHA 2. [ ] FMHA	3. [ ] Conv. Unins.
	4. [ ] VA 5. [ ] Conv. Ins.	
	6. File Number: 3134402	7. Loan Number:
Settlement Statement	8. Mortgage Ins. Case No.	

C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.
D. Name of Borrower:	COUNTY OF HIDALGO, TEXAS, P. O. Box 758, Edinburg, TX 78540-0758
E. Name of Seller:	ROLANDO R GUERRA, P. O. Box 598, La Blanca, TX 78558-0598
F. Name of Lender:	
G. Property Location:	Lot 15, Block 260, TEXAS MEXICAN RAILWAYS CO SUB Edinburg, Hidalgo County,, TX 78540
H. Settlement Agent: Place of Settlement:	Sierra Title of Hidalgo County, Inc. (956) 682-8321 3401 N. 10TH Street, McAllen, TX 78501
I. Settlement Date:	3/13/2009 Proration Date: 3/13/2009

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100. Gross amount due from borrower:			400. Gross amount due to seller:		
101. Contract sales price		243,698.00	401. Contract sales price		243,698.00
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)		0.00	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance:			Adjustments for items paid by seller in advance:		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. Assessments			408. Assessments		
109. School Taxes			409. School Taxes		
110. 2009 Flat Rate WD 3/13/2009 to 1/1/2010		252.28	410. 2009 Flat Rate WD 3/13/2009 to 1/1/2010		252.28
111.			411.		
112.			412.		
120. Gross amount due from borrower:		243,950.28	420. Gross amount due to seller:		243,950.28
200. Amounts paid by or in behalf of the borrower:			500. Reduction in amount due to seller:		
201. Deposit or earnest money		1,000.00	501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)		3,565.65
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208. Option Fee		100.00	508. Option Fee		100.00
209.			509.		
Adjustments for items unpaid by seller:			Adjustments for items unpaid by seller:		
210. City/town taxes			510. City/town taxes		
211. County taxes 1/1/2009 to 3/13/2009		80.79	511. County taxes 1/1/2009 to 3/13/2009		80.79
212. Assessments			512. Assessments		
213. School Taxes 1/1/2009 to 3/13/2009		76.22	513. School Taxes 1/1/2009 to 3/13/2009		76.22
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total paid by/for borrower:		1,257.01	520. Total reduction in amount due seller:		3,822.66
300. Cash at settlement from/to borrower:			600. Cash at settlement to/from seller:		
301. Gross amount due from borrower (line 120)		243,950.28	601. Gross amount due to seller (line 420)		243,950.28
302. Less amount paid by/for borrower (line 220)		1,257.01	602. Less total reduction in amount due seller(line 520)		3,822.66
303. CASH (X)FROM ()TO BORROWER		242,693.27	603. CASH ()FROM (X)TO SELLER		240,127.62

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 405, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
SELLER INSTRUCTION - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Sierra Title of Hidalgo County, Inc. (956) 682-8321 with your correct taxpayer identification number.
If you do not provide Sierra Title of Hidalgo County, Inc. (956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

ROLANDO R GUERRA

Ck to Spencer R/E

L. Settlement Charges					File Number: 3134402	
700.	Total sales/broker commission				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Division of commission (line 700) as follows:					
701.	$					
702.	$					
703.	Commission paid at settlement					
704.						
800.	Items payable in connection with loan					
801.	Loan origination fee					
802.	Loan discount					
803.	Appraisal fee					
804.	Credit report					
805.	Lender's inspection fee					
806.	Mortgage insurance application fee					
807.	Assumption fee					
808.						
809.						
810.						
811.						
812.						
813.						
814.	Yield Spread Premium					
900.	Items required by lender to be paid in advance					
901.	Interest from					
902.	Mortgage insurance premium for					
903.	Hazard insurance premium for					
904.						
905.						
1000.	Reserves deposited with lender					
1001.	Hazard insurance					
1002.	Mortgage insurance					
1003.	City property taxes					
1004.	County property taxes					
1005.	Annual assessments (maint.)					
1006.	School taxes					
1007.						
1008.						
1009.	Aggregate Adjustment					
1100.	Title charges					
1101.	Settlement or closing fee					
1102.	Abstract or title search					
1103.	Title examination					
1104.	Title insurance binder					
1105.	Document preparation WD	to	Law Office of John King			75.00
1106.	Notary fees					
1107.	Attorney's fees to					
	Includes above items no.:					
1108.	Title insurance	to	Sierra Title of Hidalgo County, Inc.			1,851.50
	Includes above items no.:		survey deletion			
1109.	Lender's coverage					
1110.	Owner's coverage		$243,698.00	$1,851.50		
1111.	State of Texas Policy Guaranty Fee	to	Guaranty Fee Transfer			5.00
1112.	Escrow fee	to	Sierra Title of Hidalgo County, Inc.			325.00
1113.						
1114.						
1200.	Government recording and transfer charges					
1201.	Recording fees:					
1202.	City/county tax/stamps:					
1203.	State tax/stamps:					
1204.						
1205.	Tax Service Fee	to	Tax Service of Hidalgo			108.26
1206.						
1300.	Additional settlement charges					
1301.	Survey					
1302.	Pest inspection					
1303.	2008 County/School Taxes (March	to	Hidalgo County Tax Assessor			879.85
1304.	Flat rate WD Tax (March)	to	Hidalgo County Irrigation District No. 1			321.04
1305.	HOA Assocation					
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)				0.00	3,565.65

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

COUNTY OF HIDALGO, TEXAS

ROLANDO R GUERRA

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers

Sellers

COUNTY OF HIDALGO, TEXAS

ROLANDO R GUERRA

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: March 13, 2009

Grantor: ROLANDO R. GUERRA, joined herein proforma by my wife, CASTULA O. GUERRA

Grantor's Mailing Address: P.O. Box 598
La Blanca, Texas 78558-0598
Hidalgo County

Grantee: COUNTY OF HIDALGO, TEXAS

Grantee's Mailing Address: P.O. Box 758
Edinburg, Texas 78540-0758
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
An 18.76 acre tract of land out of Lot 15, Section 260, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded in Volume 2574, Page 640, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

Beginning at a cotton picker spindle set in the centerline of Sunflower Road for the Northeast corner of Lot 15 and the Northeast corner of this tract.

Thence, South 00 degrees 38 minutes 03 seconds East, along the East line of Lot 15, a distance of 985.51 feet to a point within the right of way of State Highway 107 for the Southeast corner of this tract.

Thence, South 89 degrees 36 minutes 27 seconds West (Deed Record: South 89 degrees 37 minutes West), within the right of way of State Highway 107, a distance of 921.58 feet to a point for the Southwest corner of this tract.

Thence, North 09 degrees 01 minute 04 seconds East (Map Record: North 09 degrees 05 minutes East), a distance of 50.69 feet to a point within the right of way of State Highway 107 for the Southwest corner of the State of Texas Tract (a 1.254 acre tract of land out of the East 20.0 acres North of Highway 107 out of Lot 15, Section 260, Texas-Mexican Railway Company's Survey, according to Deed recorded in Volume 1095, Page 612, Deed Records, Hidalgo County, Texas) and an exterior corner of this tract.

Thence, North 89 degrees 36 minutes 48 seconds East, along the South line of the State of Texas Tract and within the right of way of State Highway 107, a distance of 889.14 feet to a point for the Southeast corner of said tract and an interior corner of this tract.

Thence, North 00 degrees 26 minutes 56 seconds West, along the East line of the State of Texas Tract, a distance of 82.00 feet to a 1/2" iron rod found for the intersection of the North right of way line of State Highway 107 and the West right of way line of Sunflower Road, for the Northeast corner of said tract and an interior corner of this tract.

Thence, South 44 degrees 42 minutes 25 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas tract, a distance of 28.52 feet to 1/2" iron rod found for an interior corner of this tract.

Thence, South 89 degrees 33 minutes 04 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas Tract, a distance of 787.06 feet to a 1/2" iron rod 24" in length with plastic cap stamped RPLS 4856 set for exterior corner of this tract.

Thence, South 82 degrees 35 minutes 42 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas tract, a distance of 73.73 feet to a 3/4" iron pipe found for the Southeast corner of Rankin Subdivision (recorded in Volume 21, Page 23, Map Records, Hidalgo County, Texas), the Northwest corner of the State of Texas Tract and an exterior corner of this tract.

Thence, North 09 degrees 01 minute 04 seconds East (Map Record: North 09 degrees 05 minutes East), along the East line of Rankin Subdivision, a distance of 1,018.84 feet to a 3/4" iron pipe found on the North line of Lot 15 for the Northeast corner of Rankin Subdivision and the Northwest corner of this tract.

Thence, South 89 degrees 58 minutes 56 seconds East (Map Record: South 89 degrees 55 minutes East), along the North line of Lot 15, passing a 1/2" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 723.67 feet for the West right of way line of Sunflower Road, a total distance of 743.95 feet to the point of beginning, and containing 18.76 acres of land, more or less.

(Bearings are in accordance with Rankin Subdivision, recorded in Volume 21, Page 23, Map Records, Hidalgo County, Texas.)

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Right of Way Easement granted to North Alamo Water Supply Corporation from Leonel Longoria, by instrument dated July 9, 1973, recorded in Volume 1411, Page 639, Deed Records of Hidalgo County, Texas.

Easements for canals and laterals, both existing or to be constructed, as reserved in Deeds executed by Stewart Farm Mortgage Company to C. I Haven, recorded in Volume 206, Page 351 and Volume 210, Page 189, both in Deed Records of Hidalgo County, Texas.

Easements for canal rights of way as shown in Quit-Claim Deed dated March 21, 1933, from Hidalgo County Water Control and Improvement District No. One to E. G. Holmes, recorded in Volume 377, Page 166, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted to State of Texas by instrument recorded in Volume 1095, Page 612, Deed Records of Hidalgo County, Texas.

Right of Way Easement granted to the State of Texas from Hidalgo County Water Control and Improvement District No. 1 by instrument dated December 2, 1965, recorded in Volume 1134, Page 194, Deed Records of Hidalgo County, Texas.

Easements for road, telephone or telegraph lines, electrical or steam railroads, canals, drainage ditches and for all such purposes as do not conflict with the right of passage along the East side of said property, as shown on the Map recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo Irrigation District No. 1.

Easements, or claims of easements, which are not of public record.

All oil, gas, and other minerals reserved in Deed dated October 5, 1959, recorded in Volume 959, Page 140, Deed Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 21, 1934, recorded in Volume 6, Page 217, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 9, 1935, recorded in Volume 19, Page 475, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated October 15, 1935, recorded in Volume 19, Page 514, Oil and Gas Lease Records of Hidalgo County, Texas.

Unitization of Oil and Gas Leases dated May 12, 1953, recorded in Volume 143, Page 510, and dated May 27, 1959, recorded in Volume 230, Page 254, Oil and Gas Lease Records, Hidalgo County, Texas.

All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 1.

All ad valorem taxes for the year 2009 and all subsequent years.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with

regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

When the context requires, singular nouns and pronouns include the plural.

ROLANDO R. GUERRA

CASTULA O. GUERRA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of March, 2009, by **ROLANDO R. GUERRA.**

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of March, 2009, by **CASTULA O. GUERRA.**

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
COUNTY OF HIDALGO, TEXAS
P.O. Box 758
Edinburg, Texas 78540-0758

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3134402;GS/la

AI-14656 **18.A.**

2009 Tobacco Settlement Distribution

CC REGULAR

Date:	03/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Letty Chavez
Department:	BUDGET & MANAGEMENT
Agenda Category:	Auditor's Office

Information

CAPTION

Requesting approval to submit the 2009 Tobacco Settlement Distribution Report; and authorizing County Judge to execute the report.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 10:21 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2009 10:33 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Angela Garcia — Started On: 03/19/2009 08:06 AM

Final Approval Date: 03/20/2009

AI-14529 **19.A.**

Resolution honoring the Hidalgo Lady Pirates

CC REGULAR

Date:	03/24/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Resolution honoring the Hidalgo Lady Pirates

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 03:15 PM	APRV
2	Dale Kennan	Dale Kennan	03/12/2009 04:16 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW
Form Started By: Monica Badillo			Started On: 03/12/2009 01:31 PM	
Final Approval Date: 03/20/2009				

AI-14631 **20.A.1.**

Interdept Transfer - Pct#4 Drainage Improvement Project for C.O. 2009 (1339)
CC REGULAR

Date:	03/24/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 - Drainage Improvement Project Pct#4 - from (program 036) Other to (program 038) Aguilar Pond - Drainage Ditches in the amount of $574,224.15 and to (program 039) Fike Pond - Drainage Ditches in the amount of $242,693.27 to fund land acquisitions.

BACKGROUND

To cover the purchase of 47.66 acre tract of land, all of lot 14 R.B. Curry Survey No. 4, Theodora Jacqueline Aguilar and 18.76 acre tract of land out of lot 15 section 260, Texas-Mexican Railway Company's Survery, Rolando R. Guerra.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-038-0-733 $574,224.15 Aguilar Pond
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-039-0-733 $242,693.27 Fike Pond

Available balance as of 3-20-09 $6,264,800.00

Interdepartmental transfer to cover the purchase of two tract of land from:
Theodora Jacqueline Aguilar 47.66 acres $574,224.15 (closing documents AI#14654 CC 3/24/09)
Rolando Guerra 18.76 acres $242,693.27 (closing documents AI#14653 CC 3/24/09)

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 07:38 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/20/2009 08:43 AM	APRV

3	Auditor's Office	03/20/2009 03:59 PM	NEW
Form Started By: Jr. Munoz		Started On: 03/18/2009 01:31 PM	
Final Approval Date: 03/20/2009			

DATE: March 18, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(574,224.15)**
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(242,693.27)**
To:		
9-1339-431-00-124-038-0-733	**CO2009 Pct4 Drain Improv. Aguilar Pond - Drian Ditches**	**$574,224.15**
9-1339-431-00-124-039-0-733	**CO2009 Pct4 Drain Improv. Fike Pond - Drian Ditches**	**$242,693.27**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the purchase of 47.66 acre tract of land all of lot 14 R.B. Curry Survey No. 4, Theodora Jacqueline Aguilar (AI-14654) & 18.76 acre tract of land out of lot 15 Section 260, Texas-Mexican Railway Company's Survery , Rolando R. Guerra (AI-14653) for the San Carlos Drainage Improvement Projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-14606 **20.A.2.**

2009 interdpt for Pct. No. 2 BCAP (1311)

CC REGULAR

Date:	03/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program

Information

CAPTION

Pct. #2 BCAP:
Approval of 2009 interdepartmental transfer within Pct. #2 Border Colonia Access Program (1312) from various programs "Subdivision Streets" to various programs "Aid to Government Agency" in the total amount of $305,121.29.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

from various programs (object 734) into simlar same programs (object 841) in the toatl amount of $305,121.29. Funding available for transfer as of 3/18/09.

Attachments

Link: revised transfer

Link: Expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	03/18/2009 02:34 PM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 07:35 AM	APRV
3	Dale Kennan	Dale Kennan	03/19/2009 01:55 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Marcie Jackson Started On: 03/17/2009 03:25 PM

Final Approval Date: 03/20/2009

DATE: March 17, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1312)

ACCOUNT NUMBER: 9-1312-431-00-122-XXX-X-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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
9-1312-431-00-122-413-0-734	PCT 2-LAS MILPAS SUBD-SUBDIVISION STREETS	$ (89,442.87)
9-1312-431-00-122-454-0-734	PCT 2-MCCOLL ESTATES SUBD-SUBDIVISION STREETS	$ (86,008.64)
9-1312-431-00-122-465-1-734	PCT 2-MILLER RESUB LOT A SUBD-SUBD STREETS	$ (53,974.23)
9-1312-431-00-122-940-0-734	PCT 2-SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS	$ (75,695.55)
9-1312-431-00-122-413-0-841	PCT 2-LAS MILPAS SUBD-AID TO GOVT AGNCY	$ 89,442.87
9-1312-431-00-122-454-0-841	PCT 2-MCCOLL ESTATES SUBD-AID TO GOVT AGNCY	$ 86,008.64
9-1312-431-00-122-465-1-841	PCT 2-MILLER RESUB LOT A SUBD-AID TO GOVT AGNCY	$ 53,974.23
9-1312-431-00-122-940-0-841	PCT 2-SUNDOWNERS RTMNT CTR SUBD-AID TO GOVT AGNCY	$ 75,695.55
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from object code 734-Roadway to object code 841-Aid to Govt Agency in the amounts of $305,121.29 to fund any needed road services in order to complete Subdivision projects

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COSTS	4,388.80	.00	66.86	66.86	4,321.94	1.52
9-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	6,963.17	4,177.91	2,785.26	2,785.26	.00	100.00
9-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
9-1312-431-00-122-413-0-733	LAS MILPAS SUBD-DRAINAGE DITCHES	72,685.00	.00	.00	.00	72,685.00	.00
9-1312-431-00-122-413-0-734	LAS MILPAS SUBD-SUBDIVISION STREETS	89,442.87	.00	.00	.00	89,442.87	.00
9-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT COSTS	4,212.55	.00	64.35	64.35	4,148.20	1.53
9-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	6,650.73	6,650.73	.00	.00	.00	100.00
9-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
9-1312-431-00-122-454-0-733	MCCOLL ESTATES SUBD-DRAINAGE DITCHES	68,875.00	.00	.00	.00	68,875.00	.00
9-1312-431-00-122-454-0-734	MCCOLL ESTATES SUBD-SUBDIVISION STREETS	86,008.64	.00	.00	.00	86,008.64	.00
9-1312-431-00-122-465-1-312	MILLER RESUB LOT A SUBD-INDIRECT COSTS	2,849.97	.00	78.90	78.90	2,771.07	2.77
9-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG & ARCH SRVS	12,643.31	12,643.31	.00	.00	.00	100.00
9-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	.00	.00	.00	4,022.87	.00
9-1312-431-00-122-465-1-733	MILLER RESUB LOT A SUBD-DRAINAGE DITCHES	60,965.00	.00	.00	.00	60,965.00	.00
9-1312-431-00-122-465-1-734	MILLER RESUB LOT A SUBD-SUBD STREETS	53,974.23	.00	.00	.00	53,974.23	.00
9-1312-431-00-122-465-1-899	MILLER RESUB LOT A SUBD-CONTINGENCY	2,355.91	.00	.00	.00	2,355.91	.00
9-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS	4,080.10	.00	62.38	62.38	4,017.72	1.53
9-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	5,438.99	13,985.97	13,985.97	.00	100.00
9-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
9-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES	100,895.00	.00	.00	.00	100,895.00	.00
9-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS	75,695.55	.00	.00	.00	75,695.55	.00
9-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	3,214.73	.00	.00	.00	3,214.73	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**696,358.30**	**28,910.94**	**17,043.72**	**17,043.72**	**650,403.64**	**6.60**
9 YEAR		**696,358.30**	**28,910.94**	**17,043.72**	**17,043.72**	**650,403.64**	**6.60**

AI-14663 **20.A.3.**

2009 Telephone Analysis (General Fund)

CC REGULAR

Date:	03/24/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Various Departments (1100):
Approval of 2009 interdepartmental transfer from Co. Wide - Contingency to various departments to fund telephone expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-XXX-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> various G/F departments to fund telephone expenditures for 2009. Available balance of $43,404.04 as of 03/19/09; additional funds pending interdept. transfer, refer to AI-14664.

Attachments

Link: 2009 Telephone analysis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/19/2009 02:15 PM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 02:21 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/19/2009 03:02 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Ivan Cantu Started On: 03/19/2009 12:56 PM

Final Approval Date: 03/20/2009

HIDALGO COUNTY

Department Of Budget & Management

March 19, 2009

FUNDING ANALYSIS FOR TELEPHONE (OBJ. CODE 531)

Account Number	Department Name	2008 Actual Exp	Original Budget	Adjusted Budget	Variance
9-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	$4,164.87	$3,456.00	$3,456.00	$708.87
9-1100-412-00-031-001-0-531	MASTER COURT-TELEPHONE	$1,629.97	$0.00	$1,250.00	$379.97
9-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE	$4,463.62	$3,840.00	$3,840.00	$623.62
9-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT-TELEPHONE	$143.48			$143.48
9-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	$2,698.92	$1,700.00	$1,700.00	$998.92
9-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	$1,220.34	$1,200.00	$1,200.00	$20.34
9-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	$5,589.62	$5,000.00	$5,000.00	$589.62
9-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	$2,139.62	$1,000.00	$1,000.00	$1,139.62
9-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	$3,593.72	$550.00	$1,550.00	$2,043.72
9-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	$3,086.71	$0.00	$750.00	$2,336.71
9-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	$5,408.38	$1,800.00	$1,800.00	$3,608.38
9-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	$7,087.15	$5,000.00	$5,000.00	$2,087.15
9-1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE	$21,628.02	$0.00	$5,000.00	$16,628.02
9-1100-415-14-115-001-0-531	DBM-BUDGET DIV-TELEPHONE	$5,299.72	$1,500.00	$1,500.00	$3,799.72
9-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	$5,251.37	$5,000.00	$5,000.00	$251.37
9-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	$22,755.59	$20,000.00	$20,000.00	$2,755.59
9-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	$3,055.73	$1,300.00	$1,300.00	$1,755.73
9-1100-421-00-115-027-0-531	TX DPS-TELEPHONE	$6,918.20	$2,500.00	$2,500.00	$4,418.20
9-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	$1,602.01	$1,600.00	$1,600.00	$2.01
9-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	$1,677.94	$1,000.00	$1,000.00	$677.94
9-1100-421-00-295-001-0-531	CONSTABLE PCT.5-TELEPHONE	$1,829.52	$1,200.00	$1,200.00	$629.52
9-1100-432-00-124-001-0-531	SANITATION PCT.4-TELEPHONE	$82.66	$0.00	$0.00	$82.66
9-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	$1,352.25	$350.00	$350.00	$1,002.25
	Total	$112,679.41	$57,996.00	$65,996.00	**$46,683.41**
9-1100-415-00-115-002-0-899	Co Wide Adm. - Contingency				**(46,683.41)**
	Total				$0.00
Reason: Transfer from Co. wide Contingency to Various General Fund departments to fund telephone expenditures.					

AI-14662 **20.A.4.**

2008 interdept transfer from Co. wide contingency to IT Co. wide for telephone

CC REGULAR

Date:	03/24/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

IT Countywide (1100):
Approval of 2008 interdepartmental transfer from Co. Wide Adm. - Contingency to IT Countywide in the amount of $24,000.00 to fund year end telephone expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-XXX-002-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-415-00-200-002-0-531 $24,000.00 to fund year end telephone expenditures; funds available as of 3-19-09.

Attachments

Link: IT Co. wide telephone transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/19/2009 12:48 PM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 02:08 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/19/2009 03:26 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Ivan Cantu Started On: 03/19/2009 12:32 PM

Final Approval Date: 03/20/2009

DATE: March 19, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for IT
Countywide

ACCOUNT NUMBER: 8-1100-415-00-XXX-002-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	(24,000.00)
TO			
8-1100-415-00-200-002-0- 531	Computer Dept-	Telephone	24,000.00

AI-14629 **20.A.5.**

2009 interdept transfer for Pct. 1 Drainage Improvement for the Holding Pond Project (1339)

CC REGULAR

Date:	03/24/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of 2009 interdepartmental transfer from Pct. 1 Drainage Improvement, program no. 052, to Pct. 1 Mile 21 N & Mile 5 1/2 W Holding Pond, program no. 057, in the amount of $104,107.28 to fund land acquisition expenditures for the Holding Pond project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-890 --> 9-1339-431-00-121-057-0-719 $104,107.28 to fund land acquisition expenditures for the Holding Pond Project (Mile 21 N & Mile 5 1/2 W.); funds available as of 3-18-09.

Attachments

Link: Pct. 1 CO's 2009 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/18/2009 01:27 PM	APRV
2	Budget & Management	Veronica Lopez	03/18/2009 01:39 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/19/2009 12:07 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Ivan Cantu Started On: 03/18/2009 01:18 PM

Final Approval Date: 03/20/2009

DATE: March 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CO's 2009

ACCOUNT NUMBER: 9-1339-431-00-121-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1339-431-00-121-052-0- 890	CO 2009 Pct. 1 Drain Imprv-	Other	(104,107.28)
TO			
9-1339-431-00-121-057-0- 719	CO 2009 Pct. 1 Mile 21 N. & Mile 5 1/2 W Holding Pond-	Other Land	104,107.28

AI-14602 **20.A.6.**

2009 Interdept transfer for C.O. 2009 PCT-2 Drain Improvement Project (1339)
CC REGULAR

Date:	03/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

C.O. 2009 Pct. #2 Drain Improvement Project (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into L. J. Drainage Project (program 038), in the amount of $50,000.00, and into Sioux Rd/Cesar Chavez Drainage Project (program 039), in the amount of $25,000.00.

BACKGROUND

Work Authorization #10-L.J. Drainage Project & Work Authorization #11-Sioux Rd/Cesar Chavez Drainage Project on CCM 03/24/2009.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-03X-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 034-0-890 into 038-0-733 & 039-0-733 in the amounts of $50,000.00 & $25,000.00 (respectively) Available balance is $2,750,000.00 as of 03/18/2009.

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/17/2009 02:56 PM	APRV
2	Dale Kennan	Dale Kennan	03/18/2009 10:53 AM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/17/2009 02:30 PM

Final Approval Date: 03/20/2009

DATE: March 23, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct #2 for CO 2009 Pct 2 Drain Improvement (1339)

ACCOUNT NUMBER: 9-1339-431-00-122-03X-0-XXX

Contact: Yoli Cisneros **Ph#:** 956-787-1891 Ext.: 2002

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
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV-OTHER	(75,000.00)
9-1339-431-00-122-038-0-733	CO2009 PCT2 DRAIN IMPROV-LJ DRAIN-DRAIN DITCHES	$50,000.00
9-1339-431-00-122-039-0-733	CO2009 PCT2 DRAIN IMPROV-SOUX RD/CESAR CHAVEZ DRAIN-DRAIN DI	$25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO2009 PCT2 DRAIN IMPRV-OTHER to CO2009 PCT2 DRAIN IMPROV-LJ DRAIN-DRAIN DITCHES and CO2009 PCT2 DRAIN IMPROV-SOUX RD/CESAR CHAVEZ DRAIN-DRAIN DITCHES to fund Work Authorizations placed on CC Agenda Meeting on 3/24/09.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14664 **20.A.7.**

2009 interdept transfer from Rural Ambulance to Co. wide Contingency (1100)
CC REGULAR

Date:	03/24/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Co. Wide Administration (1100):
Approval of 2009 interdepartmental transfer from Rural Ambulance to Co. Wide Administration in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-XX-1XX-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-421-53-123-041-0-339 --> 9-1100-415-00-115-002-0-899 $100,000.00
Available balance as of 03-19-09 $100,000.00

Attachments

Link: Revised back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/19/2009 02:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/19/2009 03:01 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Veronica Lopez — Started On: 03/19/2009 01:57 PM

Final Approval Date: 03/20/2009

DATE: March 19, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 9-1100-4XX-XX-1XX-0XX-0-XXX

2009
Transfer
AI- 14664

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-421-53-123-041-0- 339	Rural Ambulance- Other Professional Srv	($100,000.00)
TO		
9-1100-415-00-115-002-0- 899	Co. Wide Adm- Contingency	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental transfer from Rural Ambulance- Other Professional Srv to Co. Wide Adm- Contingency in the amount of $100,000.00 to allow for future transfers.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-14678 **20.A.8.**

Interdepartmental Transfer- Vehicle equipment

CC REGULAR

Date:	03/24/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 4
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Constable Pct. #4 (1100):
Approval of 2009 interdepartmental transfer from Co Wide Contingency to Contable Precinct No. 4 (1100) in the total amount of $38,000.00 to fund cost of radios and decals for new vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899-->9-1100-421-00-294-001-0-748 $36,064.00
9-1100-415-00-115-002-0-899-->9-1100-421-00-294-001-0-432 $ 1,936.00

Available balance as of 03/20/09. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	03/20/2009 01:11 PM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 02:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2009 03:29 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Rosie Cantu Started On: 03/20/2009 10:37 AM

Final Approval Date: 03/20/2009

DATE: March 20, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Precinct No. 4

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-899

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 508

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(38,000.00)
TO			
9-1100-421-00-294-001-0- 748	CONSTABLE PCT.4-	OTHER EQUIPMENT	36,064.00
9-1100-421-00-294-001-0- 432	CONSTABLE PCT.4-	EQUIP R&M SERVICE	$ 1,936.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: TO FUND COST OF RADIOS AND DECALS FOR NEW VEHICLES.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-14677 **20.A.9.**

2009 interdpt for Sanitation Pct. 2 (1100)

CC REGULAR

Date:	03/24/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Sanitation Pct. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Sanitation Pct. #2 (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration to Sanitation Precinct 2 in the amount of $8,443.00 to fund the purchase of needed equipment for Code Enforcement Officers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-4XX-00-1XX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 9-1100-415-00-115-002-0-899 to 9-1100-432-00-122-001-0-605, 611, 613 and 668 in the amounts of $2,330.00, $3,278.00, $735.00 and $2,100.00 (respectively). Funding available for transfer as of 3/20/09.

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/20/2009 02:20 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/20/2009 03:05 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Dale Kennan — Started On: 03/20/2009 10:15 AM

Final Approval Date: 03/20/2009

DATE: March 20, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for for Precinct 2 Sanitation (1100)

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-0-XXX

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

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
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(8,443.00)
9-1100-432-00-122-001-0-605	SANITATION PCT.2-CLOTHING & UNIFORMS	$2,330.00
9-1100-432-00-122-001-0-611	SANITATION PCT.2-POLICE SUPPLIES	$3,278.00
9-1100-432-00-122-001-0-613	SANITATION PCT.2-SAFETY SUPPLIES	$735.00
9-1100-432-00-122-001-0-668	SANITATION PCT.2-POLICE WEAPONS	$2,100.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to various SANITATION PCT.2 accounts to fund the equipment needed for the code enforcement officers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-14684 **20.A.10.**

Interdepartmental Transfer 430th DC
CC REGULAR

Date: 03/24/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

430th District Court (1100):
Approval of 2009 interdepartmental transfer from Co Wide Contingency to 430th DC (1100) in the amount of $99,360.00 to fund building rental.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-X1X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899-->9-1100-412-00-010-001-0-441; $99,360.00

Amount available pending AI-14679 CC 03/24/09.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/20/2009 03:29 PM	APRV
2	Budget & Management	Ivan Cantu	03/20/2009 03:44 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2009 03:46 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Rolando Garcia Started On: 03/20/2009 02:50 PM

Final Approval Date: 03/20/2009

DATE: March 20, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for 430th DC

AI-14684

ACCOUNT NUMBER: 9-1100-41X-00-X1X-00X-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(99,360.00)
9-1100-412-00-010-001-0-441	430TH DC-LAND & BLDG RENTALS	$99,360.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to fund rental of building

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14686 **20.A.11.**

Interdepartmental Transfer- Salaries for temporary positions

CC REGULAR

Date:	03/24/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Elections Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Elections Department (1100)
Approval of 2009 interdepartmental transfer from Co Wide Contingency to Elections Dept. in the total amount of $17,960.36 to fund salary related expenditures for temporary positions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-1XX-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 03/20/2009. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/20/2009 03:49 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/20/2009 03:51 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Rosie Cantu Started On: 03/20/2009 03:42 PM

Final Approval Date: 03/20/2009

DATE: March 20, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Elections Dept.

ACCOUNT NUMBER: 9-1100-41X-00-1XX-00X-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 508

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(17,960.36)
TO			
9-1100-414-00-130-001-0 121	ELECTIONS DEPT	TEMP F/T EMPL	16,576.25
9-1100-414-00-130-001-0 220	ELECTIONS DEPT	FICA	1,268.08
9-1100-414-00-130-001-0 250	ELECTIONS DEPT	UNEMPLOYMENT COMP	82.88
9-1100-414-00-130-001-0 260	ELECTIONS DEPT	WORKERS COMP	33.15
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **TO FUND COST OF SALARY RELATED EXPENDITURES FOR TEMPORARY POSITIONS APPROVED BY CC ON 12/30/2008 TO BE EFFECTIVE ON 01/01/2009.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-14576 **20.B.1.**

Interfund Transfer within Pct#3 from (1336) to (1315) FM2221/492 & FM681

CC REGULAR

Date: 03/24/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

C.O.'s 2006 Pct.#3 (1336) to TXDOT Pct.#3 (1315):
Approval of interfund transfer from C.O. 2006 (1336) to TXDOT fund (1315) in the total amount of $69,210.00 for road improvement projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-XXXX-431-00-123-07X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1336-431-00-123-040-0-890-->9-1315-431-00-123-070-0-711; $45,150.00
9-1336-431-00-123-040-0-890-->9-1315-431-00-123-071-0-711; $24,060.00

Available balance as of 03/18/09.

Reference: AI-14408 & AI-14410 CC 03/17/09.

Attachments

Link: interfund (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/18/2009 10:27 AM	APRV
2	Budget & Management	Veronica Lopez	03/18/2009 12:15 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2009 12:52 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Rolando Garcia Started On: 03/13/2009 04:02 PM

Final Approval Date: 03/20/2009

DATE: March 16, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct#3 (1315) TXDOT Fund

2009
Transfer

AI-14576

ACCOUNT NUMBER: **9-XXXX-431-00-123-07X-0-XXX**

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5761

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1336-431-00-123-040-0 890	**C.O.,2006-PCT.3-OTHER**	**(69,210.00)**
9-1336-491-01-000-315-0 891	**TRANSFERS OUT-TXDOT PROJECTS**	**69,210.00**
TO		
9-1315-391-01-000-336-0 000	**TRANSFERS IN-CERT OF OBLIG, 2006**	**69,210.00**
9-1315-431-00-123-070-0 711	**TXDOT PCT.3-FM681 ROW**	**45,150.00**
9-1315-431-00-123-071-0 711	**TXDOT PCT.3-FM2221/FM492 ROW**	**24,060.00**
	TOTAL BUDGET INCREASE (DECREASE)	**69,210.00**

REASON: **Transfer needed for road improvement projects: (AI-14408 FM2221/FM492 & AI-14410 FM 681 CC 03/17/09 Approved) with TXDOT.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-14669 **20.B.2.**

Interfund transfer from CO's 1998 & Tax Notes 2007 (1440) to Refunding Bond, Series 2009 (1428 & 1401)

CC REGULAR

Date:	03/24/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Linda Fong, Auditor's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

CO's 1998 & Tax Notes, 2007 (1428 & 1401)/Refunding Bonds, Series 2009A (1440): Approval of interfund transfer from CO's 1998 & Tax Notes 2007 to Refunding Bond Series 2009A in the amount of $26,817.78 to fund county cash contribution for the refunding bonds, series 2009A.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Fund 1428 & 1401

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of interfund transfer from CO's 1998 & Tax Notes 2007 to Refunding Bond Series 2009A in the amount of $26,817.78 to fund county cash contribution for the refunding bonds, series 2009A.

Attachments

Link: Interfund transfer for Refunding Bonds 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/20/2009 08:08 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 09:11 AM	APRV
3	Veronica Lopez	Veronica Lopez	03/20/2009 09:31 AM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Ivan Cantu Started On: 03/19/2009 04:03 PM

Final Approval Date: 03/20/2009

DATE: March 19, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 9-1XXX-XXX-XX-XXX-XXX-0-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT NAME	AMOUNT
9-1428-491-01-000-440-0-891	TRANSFERS OUT-REF BONDS, 2009A	9,386.22
9-1401-491-01-000-440-0-891	TRANSFERS OUT-REF BONDS, 2009A	17,431.56
9-1440-391-01-000-428-0-000	TRANSFERS IN-CERT OF OBLIG, SR 1998	9,386.22
9-1440-391-01-000-401-0-000	TRANSFERS IN-TAX NOTES,2007	17,431.56
TOTAL BUDGET INCREASE REQUEST		$ -

REASON: TO TRANSFER $26,817.78 TO REFUNDING BONDS, SERIES 2009A FOR COUNTY CASH CONTRIBUTION

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ DATE ATTEST COUNTY CLER

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

Journal Entry

JE- 90904

PREPARED BY: Milly Rodriguez

DATE: 03/17/09

APPROVED BY: [signature]

DATE: 3/17/09

	Account Name	Account Number	Debit	Credit
	AMT TO BE PROV-BONDS PAYABLE	9-9000-182-01-000-400-0-000	6,995,000.00	
	BONDS PAYABLE-REFUNDING BONDS,2009A	9-9000-231-10-000-440-0-000		6,995,000.00
1	TO RECORD LIMITED TAX REFUNDING BONDS, SERIES 2009A.			
	REF BONDS,2009A-CASH	9-1440-101-00-000-000-0-000	7,121,682.38	
	REF BONDS,2009A-ISSUANCE COSTS	9-1440-476-00-000-000-0-~~339~~ 866	102,408.80	
	REF BONDS,2009A-ISSUANC *UNDERWRITER DISCOUNT*	9-1440-476-00-000-000-0-~~339~~ 866	36,995.70	
	REF BONDS,2009A-ISSUANC *INSURANCE PREMIUM*	9-1440-476-00-000-000-0-~~339~~ 866	27,302.65	
	REF BONDS,2009A-BOND PROCEEDS	9-1440-393-~~10~~ 50-000-000-0-000		6,995,000.00
	REF BONDS,2009A-BOND PREMIUM	9-1440-393-60-000-000-0-000		258,046.20
	REF BONDS,2009A-INTEREST EARNINGS	9-1440-361-10-000-000-0-000		35,343.33
2	TO RECORD RECEIPT BOND PROCEEDS AND ISSURANCE COSTS FOR REFUNDING BONDS, SERIES 2009A.			
	NOTES PAYABLE-SERIES 2007	9-9000-235-01-000-302-0-000	4,550,000.00	
	AMT TO BE PROV-N/P-SERIES 2007	9-9000-182-01-000-302-0-000		4,550,000.00
3	TO REDUCE LONG TERM DEBT OBLIGATION FOR HIDALGO COUNTY C.O SERIES 2007 DUE TO REFUNDING BONDS SERIES 2009A.			
	NOTES PAYABLE-SERIES 1998	9-9000-231-01-000-428-0-000	2,490,000.00	
	AMT TO BE PROV-N/P-SERIES 1998	9-9000-182-01-000-400-0-000		2,490,000.00
4	TO REDUCE LONG TERM DEBT OBLIGATION FOR HIDALGO COUNTY TAX NOTES SERIES 2007 DUE TO REFUNDING BONDS SERIES 2009A.			
	REF BONDS,2009A-PMT TO REF BND ESCROW	9-1440-492-00-000-000-0-865	7,086,339.05	
	REF BONDS,2009A-CASH	9-1440-101-00-000-000-0-000		7,086,339.05
5	TO RECORD BONDS, 2009A SERIES PAYMENT TO REF BOND ESCROW AGENT.			
	TRANSFERS OUT-REF BONDS, 2009A	9-1428-491-01-000-440-0-891	9,386.22	
	DUE/TO FROM REF BONDS, 2009A	9-1428-130-01-000-440-0-000		9,386.22
	DUE/TO FROM CERT OF OBLIG, SR 1998	9-1440-130-01-000-428-0-000	9,386.22	
	TRANSFERS IN-CERT OF OBLIG, SR 1998	9-1440-391-01-000-428-0-000		9,386.22
6	TO REC TRANSFER FROM CERTIFICATE OF OBLIGATION, SERIES 1998 TO REFUNDING BONDS, SERIES 2009A FOR COUNTY CASH CONTB PORTION.			
	TRANSFERS OUT-REF BONDS, 2009A	9-1401-491-01-000-440-0-891	17,431.56	
	DUE/TO FROM REF BONDS, 2009A	9-1401-130-01-000-440-0-000		17,431.56
	DUE/TO FROM TAX NOTES,2007	9-1140-130-01-000-401-0-000	17,431.56	
	TRANSFERS IN-TAX NOTES,2007	9-1440-391-01-000-401-0-000		17,431.56
7	TO REC TRANSFER FROM TAX NOTES SERIES 2007 TO REFUNDING BONDS, SERIES 2009A FOR COUNTY CASH CONTRIBUTION PORTION.			
	REF BONDS,2009A-ADVANCE REFUNDING ES	9-1440-477-00-000-000-0-865	26,817.78	
	REF BOND, 2009A-CASH	9-1440-101-00-000-000-0-000		26,817.78
8	TO RECORD REFUNDING BONDS, SERIES 2009A COUNTY CASH CONTRIBUTION DUE2 BANK OF NEW YORK.			
	TOTALS:		$ 14,283,389.53	$ 14,283,389.53

COMMENTS:

1. **REC REFUNDING BONDS SERIES 2009A**
2. **REC 2009 BOND PROCEEDS & INSURANCE COSTS**
3. **RED'07 TAX SER L/T DEBT TX NOTE '09A SER**
4. **RED'98C.O.SER L/T DEBT TX NOTE '09A SER**
5. **REC RFD BNDS SERIES 2009A ESCROW AGENT**
6. **REC RFD BNDS'09A SER CSH CNTRB 4C.O.'98**
7. **REC RFD BND'09A SER CSH CNTRB 4TAX/N'07**
8. **REC REF BND '09A SERIES BANK OF NY**

CO, 1998

TAX NOTE

002

ESTRADA • HINOJOSA

March 13, 2009

To: All parties on attached distribution list

From: Wally Sevier, Estrada Hinojosa & Company, Inc.

CLOSING MEMORANDUM

HIDALGO COUNTY, TEXAS

$6,995,000
LIMITED TAX REFUNDING BONDS, SERIES 2009A

Date of Closing:	Tuesday, March 17, 2009
Time of Closing:	10:00 A.M. (CDT)
Location of Closing:	Mr. Jesus Ramirez Ramirez & Guerrero, LLP 600 E. Nolana Loop Suite 200 McAllen, TX 78504 (956) 664-0007 (956) 664-1770 Fax jramirez@rg-legal.com

A. **RECEIPTS**

1. **Bond Proceeds**

Southwest Securities (the "Purchaser"), on behalf of itself and Stifel Nicolaus, will pay Hidalgo County, Texas (the "Issuer") for its Certificates of Obligation, Series 2009A (the "Obligations") the amount of $7,251,393.83, computed as follows:

Principal Amount of the Obligations (A)	$6,995,000.00
Plus: Accrued Interest (B)	35,343.33
Plus: Net Premium (C)	258,046.20
Less: Underwriters' Discount (D)	(36,995.70)
Total Paid by the Purchaser for the Obligations	**$7,251,393.83**

The amount of $7,251,393.83, paid by the Purchaser will be wire-transferred in same day Federal Funds by 9:00 A.M. (CDT) to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

2. **Issuer Contribution**
A cash contribution of $26,817.78 paid by the Issuer, will be wire-transferred in same day Federal Funds by 9:00 A.M. (CDT) on **Monday, March 16, 2009** to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

The following is a summary of the receipts:

Paid by the Purchaser	$7,251,393.83
Issuer Cash Contribution	26,817.78
Total Receipts	$7,278,211.61

B. **DISBURSEMENTS**
The proceeds available, as described above, will be treated as follows:

1. **Insurance Premium**
The Paying Agent will wire-transfer $27,302.65 to the following to pay the Insurance Premium for the Obligations:

Bank:	JP Morgan Chase New York
ABA number:	021-000-021
Account name:	Assured Guaranty Corp. - Premium
Account number:	323-355919
Reference:	Hidalgo County, Texas Limited Tax Refunding Bonds, Series 2009A
Insurance Policy #:	D-2009-203
Attn:	Nicole DiMarco (212) 261-5593

2. The Paying Agent will internally transfer to The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent"), who will deposit $7,113,156.83 into the "Escrow Fund", as defined in the Escrow Deposit Letter between the Issuer and the Escrow Agent, to be applied in accordance with the terms of the Escrow Deposit Letter for the defeasance of the "Refunded Obligations" identified in Schedule I herein.

3. The Paying Agent will wire-transfer $35,343.33, representing accrued interest, to the Issuer's Debt Service Fund as follows:

Bank:	First National Bank
ABA #:	114921415
Account #;	14009471
Account Name:	County of Hidalgo Debt Service Fund
Attn:	Roxanna De Leon

4. The Paying Agent will wire transfer $101,358.80 to pay certain cost of issuance expenses related to the sale of the Obligations to the following:

ABA#:	113-010-547
Bank Name:	Compass Bank
	Preston Road, Dallas, Texas
Account #:	2513706696
REF:	Estrada Hinojosa & Company, Inc.

Estrada Hinojosa is requested and instructed to provide an accounting for all expenses associated with cost of issuance to the Issuer.

5. The Paying Agent will retain $500.00 for paying agent fees and $550.00 for escrow agent and call fees.

The following is a summary of the disbursements:

Disbursements:

Insurance Premium	$27,302.65
Deposit to Escrow Fund	7,113,156.83
Deposit to Debt Service Fund	35,343.33
Cost of Issuance (including Paying Agent and Escrow Agent Fees)	102,408.80
Total	$7,278,211.61

If there are any questions regarding the above information, please call (214) 658-1670.

SCHEDULE I
SCHEDULE OF REFUNDED OBLIGATIONS

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price	
Limited Tax Certificates of Obligation, Series 1998						
Serials	8/15/2010	4.500%	$ 230,000.00	3/18/2009	100.00	
	8/15/2011	4.600%	240,000.00	3/18/2009	100.00	
	8/15/2012	4.700%	250,000.00	3/18/2009	100.00	
	8/15/2013	4.750%	260,000.00	3/18/2009	100.00	
	8/15/2014	4.800%	275,000.00	3/18/2009	100.00	
	8/15/2015	4.900%	285,000.00	3/18/2009	100.00	
	8/15/2016	5.000%	300,000.00	3/18/2009	100.00	
	8/15/2017	5.000%	315,000.00	3/18/2009	100.00	
	8/15/2018	5.000%	335,000.00	3/18/2009	100.00	
			$ 2,490,000.00			35%
Tax Notes, Series 2007						
Term 2010	8/15/2010	3.990%	$ 4,550,000.00	3/18/2009	100.00	65%
			$ 7,040,000.00			

COUNTY OF HIDALGO, TEXAS
2009 PAYMENTS SCHEDULE

FUND	NAME OF INDEBTEDNESS INSTRUMENT	PAYEE	BALANCE AT 12/31/2008	DUE DATE	INTEREST AMOUNT	PRINCIPAL AMOUNT	TOTAL	BALANCE AT 12/31/2009
	CERTIFICATES OF OBLIGATION AND BONDS - 1ST PAYMENT							
1428	Certificates of Obligation - Ser 1998	Bank of NY	2,975,000.00	02/15/09	70,747.50	-	70,747.50	2,975,000.00
1430	Certificates of Obligation - Ser 2000	Texas State Bank	4,310,000.00	02/15/09	109,380.00	-	109,380.00	4,310,000.00
1431	Certificates of Obligation - Ser 2001	Texas State Bank	3,085,000.00	02/15/09	73,868.75	-	73,868.75	3,085,000.00
1432	Certificates of Obligation - Ser 2002	Texas State Bank	6,615,000.00	02/15/09	129,199.38	-	129,199.38	6,615,000.00
1434	Certificates of Obligation - Ser 2004	Texas State Bank	16,260,000.00	02/15/09	362,156.25	-	362,156.25	16,260,000.00
1435	Refunding Bonds - Ser 2005	Texas State Bank	51,330,000.00	02/15/09	1,273,512.50	-	1,273,512.50	51,330,000.00
1436	Certificates of Obligation - Ser 2006	Texas State Bank	36,675,000.00	02/15/09	839,756.25	-	839,756.25	36,675,000.00
1437	Refunding Bonds - Ser 2006	Texas State Bank	1,145,000.00	02/15/09	22,900.00	-	22,900.00	1,145,000.00
1438	Refunding Bonds - Ser 2007	Texas State Bank	26,180,000.00	02/15/09	544,141.25	-	544,141.25	26,180,000.00
			148,575,000.00		3,425,661.88	-	3,425,661.88	148,575,000.00
	CERTIFICATES OF OBLIGATION AND BONDS - 2ND PAYMENT							
1428	Certificates of Obligation - Ser 1998	Bank of NY	2,975,000.00	08/15/09	70,747.50	485,000.00	555,747.50	2,490,000.00
1430	Certificates of Obligation - Ser 2000	Texas State Bank	4,310,000.00	08/15/09	109,380.00	2,100,000.00	2,209,380.00	2,210,000.00
1431	Certificates of Obligation - Ser 2001	Texas State Bank	3,085,000.00	08/15/09	73,868.75	940,000.00	1,013,868.75	2,145,000.00
1432	Certificates of Obligation - Ser 2002	Texas State Bank	6,615,000.00	08/15/09	129,199.38	840,000.00	969,199.38	5,775,000.00
1434	Certificates of Obligation - Ser 2004	Texas State Bank	16,260,000.00	08/15/09	362,156.25	2,070,000.00	2,432,156.25	14,190,000.00
1435	Refunding Bonds - Ser 2005	Texas State Bank	51,330,000.00	08/15/09	1,273,512.50	90,000.00	1,363,512.50	51,240,000.00
1436	Certificates of Obligation - Ser 2006	Texas State Bank	36,675,000.00	08/15/09	839,756.25	765,000.00	1,604,756.25	35,910,000.00
1437	Refunding Bonds - Ser 2006	Texas State Bank	1,145,000.00	08/15/09	22,900.00	485,000.00	507,900.00	660,000.00
1438	Refunding Bonds - Ser 2007	Texas State Bank	26,180,000.00	08/15/09	544,141.25	125,000.00	669,141.25	26,055,000.00
			148,575,000.00		3,425,661.88	7,900,000.00	11,325,661.88	140,675,000.00
			148,575,000.00		**6,851,323.76**	**7,900,000.00**	**14,751,323.76**	**140,675,000.00**
	PLEDGED NOTE PAYMENTS							
1401	Tax Notes, Series 2007	Texas State Bank	8,925,000.00	02/15/09	178,053.75	-	178,053.75	
				08/15/09	178,053.75	4,375,000.00	4,553,053.75	4,550,000.00
1401	R&B Precinct No. 1 (Mile 2 & 6 V S-2008-003-06	SIB	911,009.00	09/05/09	36,440.36	75,878.81	112,319.17	835,130.19
			9,836,009.00		392,547.86	4,450,878.81	4,843,426.67	5,385,130.19
	UNPLEDGED NOTE PAYMENTS							
1401	R&B Precinct No. 1 (Mile 2 W) S-2005-001-01	SIB	790,838.73	06/09/09	29,656.45	146,741.62	176,398.07	644,097.11
1401	R&B Precinct No 1 (FM1015) S-2005-002-02	SIB	909,464.53	08/15/09	34,104.92	168,752.86	202,857.78	740,711.67
			1,700,303.26		63,761.37	315,494.48	379,255.85	1,384,808.78
	ALL NOTE PAYMENTS		**11,536,312.26**		**456,309.23**	**4,766,373.29**	**5,222,682.52**	**6,769,938.97**
	GRAND TOTALS		160,111,312.26		7,307,632.99	12,666,373.29	19,974,006.28	147,444,938.97

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

March 17, 2009

Roxanna De Leon
First National Bank
100 West Cano
Edinburg, Texas 78539

Dear Ms. De Leon:

This letter will serve as authorization for First National Bank to issue transfer(s) on behalf of Hidalgo County as follows:

From:	Debt Service Account, #14019471
To:	The Bank of New York Mellon Trust Company, N.A.
ABA:	021000018
Acct Name:	Dallas Issuer Administrative Service
Account #:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254
Amount:	$26,817.78

Please fax confirmation of transfer. Your Prompt attention to this matter is greatly appreciated.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 318-2506.

Sincerely,

Norma G. Garcia
Hidalgo County Treasurer

Raymundo Eufracio, CPA
Hidalgo County Auditor

IFTS Message Print - Message Inquiry Display Dialog Box

User: RDELEON Bank: First National Bank Date: 03/18/09 10:07:02

Message Status: PNRM
Seq Num: 20090760010900 Related Seq Num: 20090760011800
Pay Method: FED Output Message ID: FTI0811
Date Recvd: 03/17/2009 10:08:05 Value Date: 03/17/2009

Sender: 114921415
Amount: $26,817.78
Debit info --
Account: 14009471
Name: COUNTY OF HIDALGO
Addr1: ATTN ROXANNA DE LEON
Addr2: FNB CASH MANAGEMENT PUBLIC FUNDS
Addr3:
Addr4:

Credit info --
Account: 114921415
Name: BANK OF NEW YORK
Addr1:
Addr2:
Addr3:
Addr4:

Advice: Dept: BR-98 Trancode: DOMESTIC
Category: Linesheet: Create Template:

Message Text:

Sndr Info	{1500}02 P *
Msg Type	{1510}1000
IMAD	{1520}20090317K4B74W1C000027
Amount	{2000}000002681778
Sender DI	{3100}114921415*
Sndr Ref	{3320}20090760010900*
Rcvr DI	{3400}021000018*
Bus Func	{3600}CTR*
BNF	{4200}DGLA 211065*
	DALLAS ISSUER ADMINISTRATIVE SVC*
	ONE WALL ST *
	NEW YORK NY*
ORG	{5000}D14009471*
	COUNTY OF HIDALGO*
	ATTN ROXANNA DE LEON*
	FNB CASH MANAGEMENT PUBLIC FUNDS*
OBI	{6000}FFC TAS# 428493*
	CONTACT MICHELLE BALDWIN *
	214 468 6254*

Norma G. Garcia
Hidalgo County Treasurer
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Contact:	Michelle Baldwin (214) 468-6254
Amount:	$26,817.78

Please fax confirmation of transfer. Your Prompt attention to this matter is greatly appreciated.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 318-2506.

Sincerely,

Norma G. Garcia
Hidalgo County Treasurer

Raymundo Eufracio, CPA
Hidalgo County Auditor

AI-14619 **20.C.1.**

Appropriation of the D.A. 2009 L.E.O.S.E. allocation from the State Comptroller

CC REGULAR

Date:	03/24/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

District Attorney LEOSE (1220):
Approval of 2009 appropriation of funds for the District Attorney LEOSE and 2008 LEOSE interest earned in the amount of $1,857.61.

BACKGROUND

LEOSE monies are used for regular full-time law enforcement officer's training and training for regular full-time law enforcement support personnel. Any unexpended amount will carry over to the next fiscal year.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1220-412-00-080-004-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2009 appropriation of funds for the District Attorney LEOSE and 2008 LEOSE interest earned in the amount of $1,857.61.

Breakdown: $1,709.30 2009 LEOSE revenue
$ 148.31 2008 LEOSE interest earned

Revenue account #9-1220-335-00-080-000-0-000 "DA LEOSE Revenue"; deposit is pending to be made as of 3-18-09.

2008 LEOSE interest earned is taken from unreserved fund balance.

Attachments

Link: DA2009leose

Link: DA LEOSE appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/18/2009 12:16 PM	APRV

2	Ivan Cantu	Ivan Cantu	03/18/2009 01:05 PM	APRV
3	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Roy Cazares

Started On: 03/18/2009 10:39 AM

Final Approval Date: 03/20/2009

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P090558	$1,709.30

PAYING AGENCY: COMPTROLLER - STATE FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460007176 063 PAYEE NAME: CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
WARRANT NO: 119096377 ISSUE DATE: 02/25/2009 WARRANT TOTAL: $1,709.30

No. 119096377 — NOT NEGOTIABLE — Detach here before depositing →

Texas Comptroller of Public Accounts

119096377 FEBRUARY 26, 2009

TREASURY WARRANT NO.
119096377

022509 0116 902 9P090558 17460007176 063
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND SEVEN HUNDRED NINE DOLLARS AND 30/100 $1,709.30

TO CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
100 N CLOSNER ROOM 3
EDINBURG, TX 78539-3523

VOID AFTER
08/31/2011

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈119096377⑈

DATE: March 18, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for District Attorney

ACCOUNT NUMBER: 9-1220-412-00-080-004-0-XXX DA LEOSE

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1220-412-00-080-004-0-583	DA LEOSE-	Travel Out of County	928.81
9-1220-412-00-080-004-0-584	DA LEOSE-	Registration Fees	928.80
9-1220-335-00-080-000-0-000	DA LEOSE Revenue		1,709.30
		TOTAL BUDGET INCREASE (DECREASE)	**1,857.61**

REASON: Appropriation of funds for the 2009 LEOSE revenue received from the State Comptroller's office and 2008 LEOSE interest earned for the District Attorney's office. **Note: Monies for 2008 interest earned are appropriated from unreserved fund balance.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-14587 **20.C.2.**

Appropriation- Cops Universal Hiring (Cops 15)

CC REGULAR

Date:	03/24/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Sheriff's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Sheriffs Dept. - Cops Universal Hiring (1284)
Approval of 2009 appropriation of funds for the Sheriff's Cops Universal Hiring (Cops 15) in the total amount of $800,600.00 to fund salary related expenditures associated with retention phase of grant agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-022-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$800,600.00 available in transfers in acct. rc

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	03/17/2009 10:18 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 02:22 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/20/2009 08:33 AM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Rosie Cantu Started On: 03/16/2009 02:57 PM

Final Approval Date: 03/20/2009

DATE: March 16, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: DBM for Sheriff's Office

ACCOUNT NUMBER: 9-1284-421-00-280-022-0-XXX

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1284-421-00-280-022-0- 113	COPS UNIVERSAL HIRING 15- PERM F/T EMPLOYEES	603,423.00
9-1284-421-00-280-022-0- 115	COPS UNIVERSAL HIRING 15- LONGEVITY PAY	62,460.00
9-1284-421-00-280-022-0- 117	COPS UNIVERSAL HIRING 15- SUPPLEMENTAL PAY	405.00
9-1284-421-00-280-022-0- 211	COPS UNIVERSAL HIRING 15- HEALTH INSURANCE	3,000.00
9-1284-421-00-280-022-0- 212	COPS UNIVERSAL HIRING 15- LIFE INSURANCE	10,000.00
9-1284-421-00-280-022-0- 220	COPS UNIVERSAL HIRING 15- FICA	47,156.36
9-1284-421-00-280-022-0- 230	COPS UNIVERSAL HIRING 15- RETIREMENT	55,601.30
9-1284-421-00-280-022-0- 250	COPS UNIVERSAL HIRING 15- UNEMPLOYMENT COMP	3,082.12
9-1284-421-00-280-022-0- 260	COPS UNIVERSAL HIRING 15- WORKERS COMP	15,472.22
	TOTAL APPROPRIATIONS	800,600.00
9-1284-391-01-000-100-0- 000	TRANSFERS IN- GENERAL FUND	800,600.00
	TOTAL REVENUES	800,600.00
	TOTAL BUDGET INCREASE (DECREASE)	**800,600.00**

REASON: APPROPRIATION OF FUNDS TO COVER SALARY RELATED EXPENDITURES ASSOCIATED WITH RETENTION PHASE OF GRANT AGREEEMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14674 **20.C.3.**

2009 Appropriation for the Refunding Bonds, Series 2009A Proceeds and Costs

CC REGULAR

Date:	03/24/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Refunding Bonds, Series 2009A (1440):
Approval of 2009 appropriation of revenues in the amount of $7,288,389.53 and expenditures in the amount of $7,279,863.98, respectively, for the refunding bonds, series 2009A to fund proceeds and related costs.

BACKGROUND

Budget Amendment and related backup documentation was submitted by the County Auditor's office.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** fund 1440

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2009 appropriation of revenues in the amount of $7,288,389.53 and expenditures in the amount of $7,279,863.98, respectively, for the refunding bonds, series 2009A to fund proceeds and related costs.

Attachments

Link: Refunding Bonds Series 2009 appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/20/2009 08:12 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 09:11 AM	APRV
3	Sylvia Solis	Sylvia Solis	03/20/2009 03:33 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Ivan Cantu Started On: 03/20/2009 06:57 AM

Final Approval Date: 03/20/2009

DATE: March 19, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 9-1XXX-XXX-XX-XXX-XXX-0-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT NAME	AMOUNT
9-1440-393-~~10~~ 50-000-000-0-000	REF BONDS,2009A-BOND PROCEEDS	6,995,000.00
9-1440-361-10-000-000-0-000	REF BONDS,2009A-INTEREST EARNINGS	35,343.33
9-1440-393-60-000-000-0-000	REF BONDS,2009A-BOND PREMIUM	258,046.20
9-1440-476-00-000-000-0-~~339~~ 866	REF BONDS,2009A-ISSUANCE COSTS	166,707.15
9-1440-492-00-000-000-0-865	REF BONDS,2009A-PMT TO REF BND ESCROW AGENT	7,086,339.05
9-1440-477-00-000-000-0-865	REF BONDS,2009A-ADVANCE REFUNDING ESCROW	26,817.78
TOTAL BUDGET INCREASE REQUEST		$ (8,525.55)

REASON: TO BUDGET REFUNDING BONDS, SERIES 2009A PROCEEDS AND RELATED COSTS.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

Raymundo Eufracio JE

DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLER

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

Journal Entry

JE- 90904

PREPARED BY: Milly Rodriguez

DATE: 03/17/09

APPROVED BY: [signature]

DATE: 3/17/09

	Account Name	Account Number	Debit	Credit
	AMT TO BE PROV-BONDS PAYABLE	9-9000-182-01-000-400-0-000	6,995,000.00	
	BONDS PAYABLE-REFUNDING BONDS,2009A	9-9000-231-10-000-440-0-000		6,995,000.00
1	TO RECORD LIMITED TAX REFUNDING BONDS, SERIES 2009A.			
	REF BONDS,2009A-CASH	9-1440-101-00-000-000-0-000	7,121,682.38	
	REF BONDS,2009A-ISSUANCE COSTS	9-1440-476-00-000-000-0-~~339~~ 866	102,408.80 (3)	
	REF BONDS,2009A-ISSUANC *UNDERWRITER DISCOUNT*	9-1440-476-00-000-000-0-~~339~~ 866	36,995.70	
	REF BONDS,2009A-ISSUANC *INSURANCE PREMIUM*	9-1440-476-00-000-000-0-~~339~~ 866	27,302.65 (1)	
	REF BONDS,2009A-BOND PROCEEDS	9-1440-393-~~10~~ 50-000-000-0-000		6,995,000.00
	REF BONDS,2009A-BOND PREMIUM	9-1440-393-60-000-000-0-000		258,046.20
	REF BONDS,2009A-INTEREST EARNINGS	9-1440-361-10-000-000-0-000		35,343.33 (2)
2	TO RECORD RECEIPT BOND PROCEEDS AND ISSURANCE COSTS FOR REFUNDING BONDS, SERIES 2009A.			
	NOTES PAYABLE-SERIES 2007	9-9000-235-01-000-302-0-000	4,550,000.00	
	AMT TO BE PROV-N/P-SERIES 2007	9-9000-182-01-000-302-0-000		4,550,000.00
3	TO REDUCE LONG TERM DEBT OBLIGATION FOR HIDALGO COUNTY C.O SERIES 2007 DUE TO REFUNDING BONDS SERIES 2009A.			
	NOTES PAYABLE-SERIES 1998	9-9000-231-01-000-428-0-000	2,490,000.00	
	AMT TO BE PROV-N/P-SERIES 1998	9-9000-182-01-000-400-0-000		2,490,000.00
4	TO REDUCE LONG TERM DEBT OBLIGATION FOR HIDALGO COUNTY TAX NOTES SERIES 2007 DUE TO REFUNDING BONDS SERIES 2009A.			
	REF BONDS,2009A-PMT TO REF BND ESCROW	9-1440-492-00-000-000-0-865	7,086,339.05	
	REF BONDS,2009A-CASH	9-1440-101-00-000-000-0-000		7,086,339.05
5	TO RECORD BONDS, 2009A SERIES PAYMENT TO REF BOND ESCROW AGENT.			
	TRANSFERS OUT-REF BONDS, 2009A	9-1428-491-01-000-440-0-891	9,386.22	
	DUE/TO FROM REF BONDS, 2009A	9-1428-130-01-000-440-0-000		9,386.22
	DUE/TO FROM CERT OF OBLIG, SR 1998	9-1440-130-01-000-428-0-000	9,386.22	
	TRANSFERS IN-CERT OF OBLIG, SR 1998	9-1440-391-01-000-428-0-000		9,386.22
6	TO REC TRANSFER FROM CERTIFICATE OF OBLIGATION, SERIES 1998 TO REFUNDING BONDS, SERIES 2009A FOR COUNTY CASH CONTB PORTION.			
	TRANSFERS OUT-REF BONDS, 2009A	9-1401-491-01-000-440-0-891	17,431.56	
	DUE/TO FROM REF BONDS, 2009A	9-1401-130-01-000-440-0-000		17,431.56
	DUE/TO FROM TAX NOTES,2007	9-1140-130-01-000-401-0-000	17,431.56	
	TRANSFERS IN-TAX NOTES,2007	9-1440-391-01-000-401-0-000		17,431.56
7	TO REC TRANSFER FROM TAX NOTES SERIES 2007 TO REFUNDING BONDS, SERIES 2009A FOR COUNTY CASH CONTRIBUTION PORTION.			
	REF BONDS,2009A-ADVANCE REFUNDING ES	9-1440-477-00-000-000-0-865	26,817.78	
	REF BOND, 2009A-CASH	9-1440-101-00-000-000-0-000		26,817.78
8	TO RECORD REFUNDING BONDS, SERIES 2009A COUNTY CASH CONTRIBUTION DUE2 BANK OF NEW YORK.			
	TOTALS:		$ 14,283,389.53	$ 14,283,389.53

COMMENTS:

1. REC REFUNDING BONDS SERIES 2009A
2. REC 2009 BOND PROCEEDS & INSURANCE COSTS
3. RED'07 TAX SER L/T DEBT TX NOTE '09A SER
4. RED'98C.O.SER L/T DEBT TX NOTE '09A SER
5. REC RFD BNDS SERIES 2009A ESCROW AGENT
6. REC RFD BNDS'09A SER CSH CNTRB 4C.O.'98
7. REC RFD BND'09A SER CSH CNTRB 4TAX/N'07
8. REC REF BND '09A SERIES BANK OF NY

CO, 1998

TAX NOTE

002

ESTRADA • HINOJOSA

March 13, 2009

To: All parties on attached distribution list

From: Wally Sevier, Estrada Hinojosa & Company, Inc.

CLOSING MEMORANDUM

HIDALGO COUNTY, TEXAS

$6,995,000
LIMITED TAX REFUNDING BONDS, SERIES 2009A

Date of Closing:	Tuesday, March 17, 2009
Time of Closing:	10:00 A.M. (CDT)
Location of Closing:	Mr. Jesus Ramirez Ramirez & Guerrero, LLP 600 E. Nolana Loop Suite 200 McAllen, TX 78504 (956) 664-0007 (956) 664-1770 Fax jramirez@rg-legal.com

A. **RECEIPTS**

1. **Bond Proceeds**

Southwest Securities (the "Purchaser"), on behalf of itself and Stifel Nicolaus, will pay Hidalgo County, Texas (the "Issuer") for its Certificates of Obligation, Series 2009A (the "Obligations") the amount of $7,251,393.83, computed as follows:

Principal Amount of the Obligations (A)	$6,995,000.00
Plus: Accrued Interest (B)	35,343.33
Plus: Net Premium (C)	258,046.20
Less: Underwriters' Discount (D)	(36,995.70)
Total Paid by the Purchaser for the Obligations	**$7,251,393.83**

The amount of $7,251,393.83, paid by the Purchaser will be wire-transferred in same day Federal Funds by 9:00 A.M. (CDT) to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

2. **Issuer Contribution**
A cash contribution of $26,817.78 paid by the Issuer, will be wire-transferred in same day Federal Funds by 9:00 A.M. (CDT) on **Monday, March 16, 2009** to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

The following is a summary of the receipts:

Paid by the Purchaser	$7,251,393.83
Issuer Cash Contribution	26,817.78
Total Receipts	$7,278,211.61

B. **DISBURSEMENTS**
The proceeds available, as described above, will be treated as follows:

1. **Insurance Premium**
The Paying Agent will wire-transfer $27,302.65 to the following to pay the Insurance Premium for the Obligations:

Bank:	JP Morgan Chase New York
ABA number:	021-000-021
Account name:	Assured Guaranty Corp. - Premium
Account number:	323-355919
Reference:	Hidalgo County, Texas Limited Tax Refunding Bonds, Series 2009A
Insurance Policy #:	D-2009-203
Attn:	Nicole DiMarco (212) 261-5593

2. The Paying Agent will internally transfer to The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent"), who will deposit $7,113,156.83 into the "Escrow Fund", as defined in the Escrow Deposit Letter between the Issuer and the Escrow Agent, to be applied in accordance with the terms of the Escrow Deposit Letter for the defeasance of the "Refunded Obligations" identified in Schedule I herein.

3. The Paying Agent will wire-transfer $35,343.33, representing accrued interest, to the Issuer's Debt Service Fund as follows:

Bank:	First National Bank
ABA #:	114921415
Account #;	14009471
Account Name:	County of Hidalgo Debt Service Fund
Attn:	Roxanna De Leon

4. The Paying Agent will wire transfer $101,358.80 to pay certain cost of issuance expenses related to the sale of the Obligations to the following:

ABA#:	113-010-547
Bank Name:	Compass Bank
	Preston Road, Dallas, Texas
Account #:	2513706696
REF:	Estrada Hinojosa & Company, Inc.

Estrada Hinojosa is requested and instructed to provide an accounting for all expenses associated with cost of issuance to the Issuer.

5. The Paying Agent will retain $500.00 for paying agent fees and $550.00 for escrow agent and call fees.

The following is a summary of the disbursements:

Disbursements:

Insurance Premium	$27,302.65
Deposit to Escrow Fund	7,113,156.83
Deposit to Debt Service Fund	35,343.33
Cost of Issuance (including Paying Agent and Escrow Agent Fees)	102,408.80
Total	$7,278,211.61

If there are any questions regarding the above information, please call (214) 658-1670.

SCHEDULE I
SCHEDULE OF REFUNDED OBLIGATIONS

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price	
Limited Tax Certificates of Obligation, Series 1998						
Serials	8/15/2010	4.500%	$ 230,000.00	3/18/2009	100.00	
	8/15/2011	4.600%	240,000.00	3/18/2009	100.00	
	8/15/2012	4.700%	250,000.00	3/18/2009	100.00	
	8/15/2013	4.750%	260,000.00	3/18/2009	100.00	
	8/15/2014	4.800%	275,000.00	3/18/2009	100.00	
	8/15/2015	4.900%	285,000.00	3/18/2009	100.00	
	8/15/2016	5.000%	300,000.00	3/18/2009	100.00	
	8/15/2017	5.000%	315,000.00	3/18/2009	100.00	
	8/15/2018	5.000%	335,000.00	3/18/2009	100.00	
			$ 2,490,000.00			35%
Tax Notes, Series 2007						
Term 2010	8/15/2010	3.990%	$ 4,550,000.00	3/18/2009	100.00	65%
			$ 7,040,000.00			

COUNTY OF HIDALGO, TEXAS
2009 PAYMENTS SCHEDULE

FUND	NAME OF INDEBTEDNESS INSTRUMENT	PAYEE	BALANCE AT 12/31/2008	DUE DATE	INTEREST AMOUNT	PRINCIPAL AMOUNT	TOTAL	BALANCE AT 12/31/2009
	CERTIFICATES OF OBLIGATION AND BONDS - 1ST PAYMENT							
1428	Certificates of Obligation - Ser 1998	Bank of NY	2,975,000.00	02/15/09	70,747.50	-	70,747.50	2,975,000.00
1430	Certificates of Obligation - Ser 2000	Texas State Bank	4,310,000.00	02/15/09	109,380.00	-	109,380.00	4,310,000.00
1431	Certificates of Obligation - Ser 2001	Texas State Bank	3,085,000.00	02/15/09	73,868.75	-	73,868.75	3,085,000.00
1432	Certificates of Obligation - Ser 2002	Texas State Bank	6,615,000.00	02/15/09	129,199.38	-	129,199.38	6,615,000.00
1434	Certificates of Obligation - Ser 2004	Texas State Bank	16,260,000.00	02/15/09	362,156.25	-	362,156.25	16,260,000.00
1435	Refunding Bonds - Ser 2005	Texas State Bank	51,330,000.00	02/15/09	1,273,512.50	-	1,273,512.50	51,330,000.00
1436	Certificates of Obligation - Ser 2006	Texas State Bank	36,675,000.00	02/15/09	839,756.25	-	839,756.25	36,675,000.00
1437	Refunding Bonds - Ser 2006	Texas State Bank	1,145,000.00	02/15/09	22,900.00	-	22,900.00	1,145,000.00
1438	Refunding Bonds - Ser 2007	Texas State Bank	26,180,000.00	02/15/09	544,141.25	-	544,141.25	26,180,000.00
			148,575,000.00		3,425,661.88	-	3,425,661.88	148,575,000.00
	CERTIFICATES OF OBLIGATION AND BONDS - 2ND PAYMENT							
1428	Certificates of Obligation - Ser 1998	Bank of NY	2,975,000.00	08/15/09	70,747.50	485,000.00	555,747.50	2,490,000.00
1430	Certificates of Obligation - Ser 2000	Texas State Bank	4,310,000.00	08/15/09	109,380.00	2,100,000.00	2,209,380.00	2,210,000.00
1431	Certificates of Obligation - Ser 2001	Texas State Bank	3,085,000.00	08/15/09	73,868.75	940,000.00	1,013,868.75	2,145,000.00
1432	Certificates of Obligation - Ser 2002	Texas State Bank	6,615,000.00	08/15/09	129,199.38	840,000.00	969,199.38	5,775,000.00
1434	Certificates of Obligation - Ser 2004	Texas State Bank	16,260,000.00	08/15/09	362,156.25	2,070,000.00	2,432,156.25	14,190,000.00
1435	Refunding Bonds - Ser 2005	Texas State Bank	51,330,000.00	08/15/09	1,273,512.50	90,000.00	1,363,512.50	51,240,000.00
1436	Certificates of Obligation - Ser 2006	Texas State Bank	36,675,000.00	08/15/09	839,756.25	765,000.00	1,604,756.25	35,910,000.00
1437	Refunding Bonds - Ser 2006	Texas State Bank	1,145,000.00	08/15/09	22,900.00	485,000.00	507,900.00	660,000.00
1438	Refunding Bonds - Ser 2007	Texas State Bank	26,180,000.00	08/15/09	544,141.25	125,000.00	669,141.25	26,055,000.00
			148,575,000.00		3,425,661.88	7,900,000.00	11,325,661.88	140,675,000.00
			148,575,000.00		**6,851,323.76**	**7,900,000.00**	**14,751,323.76**	**140,675,000.00**
	PLEDGED NOTE PAYMENTS							
1401	Tax Notes, Series 2007	Texas State Bank	8,925,000.00	02/15/09	178,053.75	-	178,053.75	
				08/15/09	178,053.75	4,375,000.00	4,553,053.75	4,550,000.00
1401	R&B Precinct No. 1 (Mile 2 & 6 v S-2008-003-06	SIB	911,009.00	09/05/09	36,440.36	75,878.81	112,319.17	835,130.19
			9,836,009.00		392,547.86	4,450,878.81	4,843,426.67	5,385,130.19
	UNPLEDGED NOTE PAYMENTS							
1401	R&B Precinct No. 1 (Mile 2 W) S-2005-001-01	SIB	790,838.73	06/09/09	29,656.45	146,741.62	176,398.07	644,097.11
1401	R&B Precinct No. 1 (FM1015) S-2005-002-02	SIB	909,464.53	08/15/09	34,104.92	168,752.86	202,857.78	740,711.67
			1,700,303.26		63,761.37	315,494.48	379,255.85	1,384,808.78
	ALL NOTE PAYMENTS		**11,536,312.26**		**456,309.23**	**4,766,373.29**	**5,222,682.52**	**6,769,938.97**
	GRAND TOTALS		160,111,312.26		7,307,632.99	12,666,373.29	19,974,006.28	147,444,938.97

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

March 17, 2009

Roxanna De Leon
First National Bank
100 West Cano
Edinburg, Texas 78539

Dear Ms. De Leon:

This letter will serve as authorization for First National Bank to issue transfer(s) on behalf of Hidalgo County as follows:

From:	Debt Service Account, #14019471
To:	The Bank of New York Mellon Trust Company, N.A.
ABA:	021000018
Acct Name:	Dallas Issuer Administrative Service
Account #:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254
Amount:	$26,817.78

Please fax confirmation of transfer. Your Prompt attention to this matter is greatly appreciated.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 318-2506.

Sincerely,

Norma G. Garcia
Hidalgo County Treasurer

Raymundo Eufracio, CPA
Hidalgo County Auditor

IFTS Message Print - Message Inquiry Display Dialog Box

User: RDELEON Bank: First National Bank Date: 03/18/09 10:07:02

Message Status: PNRM
Seq Num: 20090760010900 Related Seq Num: 20090760011800
Pay Method: FED Output Message ID: FTI0811
Date Recvd: 03/17/2009 10:08:05 Value Date: 03/17/2009

Sender: 114921415
Amount: $26,817.78
Debit info --
Account: 14009471
Name: COUNTY OF HIDALGO
Addr1: ATTN ROXANNA DE LEON
Addr2: FNB CASH MANAGEMENT PUBLIC FUNDS
Addr3:
Addr4:

Credit info --
Account: 114921415
Name: BANK OF NEW YORK
Addr1:
Addr2:
Addr3:
Addr4:

Advice: Dept: BR-98 Trancode: DOMESTIC
Category: Linesheet: Create Template:

Message Text:

Sndr Info	{1500}02 P *
Msg Type	{1510}1000
IMAD	{1520}20090317K4B74W1C000027
Amount	{2000}000002681778
Sender DI	{3100}114921415*
Sndr Ref	{3320}20090760010900*
Rcvr DI	{3400}021000018*
Bus Func	{3600}CTR*
BNF	{4200}DGLA 211065*
	DALLAS ISSUER ADMINISTRATIVE SVC*
	ONE WALL ST *
	NEW YORK NY*
ORG	{5000}D14009471*
	COUNTY OF HIDALGO*
	ATTN ROXANNA DE LEON*
	FNB CASH MANAGEMENT PUBLIC FUNDS*
OBI	{6000}FFC TAS# 428493*
	CONTACT MICHELLE BALDWIN *
	214 468 6254*

AI-14673 **20.C.4.**

2009 Appropriation for CO's 2009 series proceeds
CC REGULAR

Date:	03/24/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

CO's 2009 (1339 & 1439):
Approval of 2009 appropriation of revenues in the total amount of $24,620,208.33 to fund the CO's 2009 proceeds.

BACKGROUND

Budget Amendment and related backup documents were submitted by Auditor's office.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** fund 1339 & 1439

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2009 appropriation of revenues in the total amount of $24,620,208.33 to fund the CO's 2009 proceeds and interest earnings.

Attachments

Link: CO's 2009 proceeds BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/20/2009 08:10 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 09:11 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2009 03:39 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Ivan Cantu — Started On: 03/20/2009 06:51 AM

Final Approval Date: 03/20/2009

DATE: March 19, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 9-1XXX-XXX-XX-XXX-XXX-0-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT NAME	AMOUNT
9-1339-393-10-000-000-0-000	CERT OF OBLIG,2009-BOND PROCEEDS	24,280,000.00
9-1339-393-60-000-000-0-000	CERT OF OBLIG,2009-BOND PREMIUM	207,434.15
9-1439-361-10-000-000-0-000	CERT OF OBLIG,2009-INTEREST EARNINGS	132,774.18
TOTAL BUDGET INCREASE REQUEST		$ 24,620,208.33

REASON: TO BUDGET CERTIFICATE OF OBLIGATION, SERIES 2009 PROCEEDS.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ DATE ATTEST COUNTY CL

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

DATE: February 24, 2009

20.C.1

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2009

SUBJECT: Budget Amendments (increases) in Accordance with Local Government Code Chapter 111, Subchapter C.

02/24/09

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT	
9-1339-431-00-121-036-0- 741	C.O., 2009 - PCT 1 - VEHICLES	100,000.00	055
9-1339-431-00-121-036-0- 742	C.O., 2009 - PCT 1 - HEAVY EQUIPMENT	1,000,000.00	054
9-1339-431-00-121-036-0- 748	C.O., 2009 - PCT 1 - OTHER EQUIPMENT	250,000.00	057
9-1339-431-00-121-036-0- 890 052	C.O., 2009 - PCT 1 - OTHER	1,506,000.00	
9-1339-431-00-121-053-0- 841	C.O., 2009 - PCT 1 - FM493 (US281-BUS83) - AID TO GOVT AGENCY	1,144,000.00	
9-1339-431-00-122-034-0- 742	C.O., 2009 - PCT 2 - HEAVY EQUIPMENT	1,000,000.00	038
9-1339-431-00-122-034-0- 748	C.O., 2009 - PCT 2 - OTHER EQUIPMENT	250,000.00	039
9-1339-431-00-122-034-0- 890	C.O., 2009 - PCT 2 - OTHER	2,750,000.00	
9-1339-431-00-123-049-0- 742	C.O., 2009 - PCT 3 - HEAVY EQUIPMENT	1,000,000.00	069
9-1339-431-00-123-049-0- 748	C.O., 2009 - PCT 3 - OTHER EQUIPMENT	250,000.00	070
9-1339-431-00-123-049-0- 890	C.O., 2009 - PCT 3 - OTHER	2,750,000.00	
9-1339-431-00-124-052-0- 742	C.O., 2009 - PCT 4 - HEAVY EQUIPMENT	1,000,000.00	038
9-1339-431-00-124-052-0- 748	C.O., 2009 - PCT 4 - OTHER EQUIPMENT	250,000.00	039
9-1339-431-00-124-052-0- 890 036	C.O., 2009 - PCT 4 - OTHER	6,750,000.00	
9-1339-476-00-000-000-0- 339	CERT OF OBLIG,2009-ISSUANCE COSTS	487,434.15	
	TOTAL BUDGET INCREASE (DECREASE)	20,487,434.15	

REASON: TO ADDRESS DRAINAGE ISSUES AND OTHER ALLOWABLE PROJECTS IN THE RESPECTIVE PRECINCTS AND COST OF ISSUANCE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

2.11.09
DATE

ATTEST COUNTY CLERK

Journal Entry

JE- 6042 9

PREPARED BY: Milly Rodriguez

DATE: 02/18/09

APPROVED BY: BL

DATE: 02/18/09

	Account Name	Account Number	Debit	Credit
1	AMT TO BE PROV-BONDS PAYABLE	9-9000-182-01-000-400-0-000	24,280,000.00	
1	BONDS PAYABLE-CERT OF OBLIG,2009	9-9000-231-10-000-439-0-000		24,280,000.00
2	CERT OF OBLIG,2009-CASH	9-1339-101-00-000-000-0-000	24,000,000.00	
2	CERT OF OBLIG,2009-ISSUANCE COSTS	9-1339-476-00-000-000-0-339	190,047.02	
2	CERT OF OBLIG,2009-ISSUANCI *UNDERWRITER DISCOUNT*	9-1339-476-00-000-000-0-339	158,305.60	
2	CERT OF OBLIG,2009-ISSUANCI *INSURANCE PREMIUM*	9-1339-476-00-000-000-0-339	139,081.53	
2	CERT OF OBLIG,2009-BOND PROCEEDS	9-1339-393-10-000-000-0-000		24,280,000.00
2	CERT OF OBLIG,2009-BOND PREMIUM	9-1339-393-60-000-000-0-000		207,434.15
2	CERT OF OBLIG,2009-CASH	9-1439-101-00-000-000-0-000	132,774.18	
2	CERT OF OBLIG,2009-INTEREST EARNINGS	9-1439-361-10-000-000-0-000		132,774.18
	TOTALS:		$ 48,900,208.33	$ 48,900,208.33

COMMENTS:

1. TO RECORD CERTIFICATE OF OBLIGATION SERIES 2009
2. TO RECORD RECEIPT PF BOND PROCEEDS AND ISSURANCE COSTS FOR CERTIFICATE OF OBLIGATION SERIES 2009.

1. REC CERT OF OBLIGATION SERIES 2009
2. REC 2009 BOND PROCEEDS & ~~INSURANCE~~ ISSUANCE COSTS

0.*
190,047.02*
158,305.60*
139,081.53*
207,434.15*

ESTRADA • HINOJOSA

INVESTMENT BANKERS

February 13, 2009

To: All parties on attached distribution list

From: Wally Sevier, Estrada Hinojosa & Company, Inc.

CLOSING MEMORANDUM

HIDALGO COUNTY, TEXAS

$24,280,000
CERTIFICATES OF OBLIGATION, SERIES 2009

Date of Closing:	Wednesday, February 18, 2009
Time of Closing:	10:00 A.M. (CST)
Location of Closing:	Mr. Jesus Ramirez Ramirez & Guerrero, LLP 600 E. Nolana Loop Suite 200 McAllen, TX 78504 (956) 664-0007 (956) 664-1770 Fax jramirez@rg-legal.com

A. **RECEIPTS**

1. **Bond Proceeds**

Stifel Nicolaus (the "Purchaser"), on behalf of itself, Southwest Securities, and Wells Fargo Brokerage Services, LLC, will pay Hidalgo County, Texas (the "Issuer") for its Certificates of Obligation, Series 2009 (the "Obligations") the amount of $24,461,902.73, computed as follows:

Principal Amount of the Obligations	$24,280,000.00
Plus: Accrued Interest	132,774.18
Plus: Net Premium	207,434.15
Less: Underwriters' Discount	(158,305.60)
Total Paid by the Purchaser for the Obligations	**$24,461,902.73**

The amount of $24,461,902.73, paid by the Purchaser will be wire-transferred in same day Federal Funds by 9:00 A.M. (CST) to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

B. **DISBURSEMENTS**

The proceeds available, as described above, will be treated as follows:

1. **Insurance Premium** (E)

The Paying Agent will wire-transfer $139,081.53 to the following to pay the Insurance Premium for the Obligations:

Bank:	JP Morgan Chase New York
ABA number:	021-000-021
Account name:	Assured Guaranty Corp. - Premium
Account number:	323-355919
Reference:	Hidalgo County, Texas Certificates of Obligation, Series 2009
Insurance Policy #:	D-2009-33
Attn:	Nicole DiMarco (212) 261-5593

2. The Paying Agent will wire-transfer $24,000,000.00 (F) to the Issuer's Project Fund as follows:

Bank:	First National Bank
ABA #:	114921415
Account #;	14009498
Account Name:	County of Hidalgo Capital Projects Fund
Attn:	Roxanna De Leon

3. The Paying Agent will wire-transfer $132,774.18, representing accrued interest, to the Issuer's Debt Service Fund as follows:

Bank:	First National Bank
ABA #:	114921415
Account #;	14009471
Account Name:	County of Hidalgo Debt Service Fund
Attn:	Roxanna De Leon

4. The Paying Agent will wire transfer $189,547.02 to pay certain cost of issuance expenses related to the sale of the Obligations to the following:

ABA#:	113-010-547
Bank Name:	Compass Bank
	Preston Road, Dallas, Texas
Account #:	0070547120
REF:	Estrada Hinojosa & Company, Inc.

Estrada Hinojosa is requested and instructed to provide an accounting for all expenses associated with cost of issuance to the Issuer.

5. The Paying Agent will retain $500.00 for paying agent fees.

The following is a summary of the disbursements:

Disbursements:

Insurance Premium	$139,081.53
Deposit to Project Fund	24,000,000.00
Deposit to Debt Service Fund	132,774.18
Cost of Issuance (including Paying Agent Fees)	190,047.02
Total	$24,461,902.73

If there are any questions regarding the above information, please call (214) 658-1670.

Info Log Off

FIRST NATIONAL BANK

Main Menu | Bill Payment | Cash Manager | Options

Accounts | »Transactions | Stop Payments | Statements

»Current Transactions | Download | Search

First National Bank
P.O. Box 810
Edinburg, TX 78540
1-877-380-8573

To change the number of transactions you see by default, select Options then Display.

View Transactions for: CAPITAL PROJECT

Current Balance: 16,314,650.78
Available Funds: 40,314,650.78

Transactions from 2/18/2009 to 2/18/2009 ? View Range: Since Last Statement | 7 Days | 15 Days 30 Days

Date	Ref/Check No.	Description	Debit	Credit
02/18/2009		Check (On Us)		24,000,000.00
Totals (this page):	**Transactions: 1**	**Debits: 0.00**	**Credits: 24,000,000.00**	

Info Log Off

FIRST NATIONAL BANK

Main Menu | Bill Payment | Cash Manager | Options

Accounts | »Transactions | Stop Payments | Statements

»Current Transactions | Download | Search

First National Bank
P.O. Box 810
Edinburg, TX 78540
1-877-380-8573

To change the number of transactions you see by default, select Options then Display.

View Transactions for: DEBT SERVICE FUND

Current Balance: 1,415,582.26
Available Funds: 1,548,356.44

Transactions from 2/18/2009 to 2/18/2009 ? View Range: Since Last Statement | 7 Days | 15 Days | 30 Days

Date	Ref/Check No.	Description	Debit	Credit
02/18/2009		Check (On Us)		132,774.18
Totals (this page): Transactions: 1		**Debits: 0.00**	**Credits: 132,774.18**	

BOND DEBT SERVICE

Hidalgo County, Texas
Certificates of Obligation, Series 2009
-- FINAL Pricing: 1/12/09, 12:40 PM --

Dated Date	01/01/2009
Delivery Date	02/18/2009

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2010			1,141,292.99	1,141,292.99	
08/15/2010	50,000	3.000%	508,496.88	558,496.88	
12/31/2010					1,699,789.87
02/15/2011			507,746.88	507,746.88	
08/15/2011	980,000	3.000%	507,746.88	1,487,746.88	
12/31/2011					1,995,493.76
02/15/2012			493,046.88	493,046.88	
08/15/2012	1,010,000	3.000%	493,046.88	1,503,046.88	
12/31/2012					1,996,093.76
02/15/2013			477,896.88	477,896.88	
08/15/2013	1,040,000	3.000%	477,896.88	1,517,896.88	
12/31/2013					1,995,793.76
02/15/2014			462,296.88	462,296.88	
08/15/2014	1,070,000	3.000%	462,296.88	1,532,296.88	
12/31/2014					1,994,593.76
02/15/2015			446,246.88	446,246.88	
08/15/2015	1,100,000	3.250%	446,246.88	1,546,246.88	
12/31/2015					1,992,493.76
02/15/2016			428,371.88	428,371.88	
08/15/2016	1,135,000	3.375%	428,371.88	1,563,371.88	
12/31/2016					1,991,743.76
02/15/2017			409,218.75	409,218.75	
08/15/2017	1,175,000	3.500%	409,218.75	1,584,218.75	
12/31/2017					1,993,437.50
02/15/2018			388,656.25	388,656.25	
08/15/2018	1,215,000	3.750%	388,656.25	1,603,656.25	
12/31/2018					1,992,312.50
02/15/2019			365,875.00	365,875.00	
08/15/2019	1,260,000	4.000%	365,875.00	1,625,875.00	
12/31/2019					1,991,750.00
02/15/2020			340,675.00	340,675.00	
08/15/2020	1,310,000	4.000%	340,675.00	1,650,675.00	
12/31/2020					1,991,350.00
02/15/2021			314,475.00	314,475.00	
08/15/2021	1,365,000	4.250%	314,475.00	1,679,475.00	
12/31/2021					1,993,950.00
02/15/2022			285,468.75	285,468.75	
08/15/2022	1,425,000	5.000%	285,468.75	1,710,468.75	
12/31/2022					1,995,937.50
02/15/2023			249,843.75	249,843.75	
08/15/2023	1,495,000	5.000%	249,843.75	1,744,843.75	
12/31/2023					1,994,687.50
02/15/2024			212,468.75	212,468.75	
08/15/2024	1,570,000	5.000%	212,468.75	1,782,468.75	
12/31/2024					1,994,937.50
02/15/2025			173,218.75	173,218.75	
08/15/2025	1,645,000	4.750%	173,218.75	1,818,218.75	
12/31/2025					1,991,437.50
02/15/2026			134,150.00	134,150.00	
08/15/2026	1,725,000	4.800%	134,150.00	1,859,150.00	

BOND DEBT SERVICE

Hidalgo County, Texas
Certificates of Obligation, Series 2009
-- FINAL Pricing: 1/12/09, 12:40 PM --

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/31/2026					1,993,300.00
02/15/2027			92,750.00	92,750.00	
08/15/2027	1,810,000	5.000%	92,750.00	1,902,750.00	
12/31/2027					1,995,500.00
02/15/2028			47,500.00	47,500.00	
08/15/2028	1,900,000	5.000%	47,500.00	1,947,500.00	
12/31/2028					1,995,000.00
	24,280,000		13,309,602.43	37,589,602.43	37,589,602.43

AI-14672 **20.D.1.**

Delete and create full-time positions

CC REGULAR

Date:	03/24/2009
Submitted By:	Dina Trevino, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

A. Approval to delete three (3) Analyst I positions and create two (2) Analyst III positions as follows:

Action	Slot #	Position Title	Budgeted Salary
Delete	115-009-0002	Planning Analyst I	$40,404.00
Delete	115-009-0008	Budget Analyst I	$42,424.00
Delete	115-065-0015	Planning Analyst I	$40,404.00
		Total Salaries Deleted:	$123,232.00

Action	Slot #	Position Title	Budgeted Salary
Create	115-001-0024	Budget Analyst III	$49,750.00
Create	115-001-0025	Planning Analyst III	$49,750.00
		Total Salaries Created:	$99,500.00

B. Approval of Revised Salary Schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-14-115-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available from deletion of positions.

Attachments

Link: Revised Salary Schedule-DBM

Link: Revised Salary Schedule- Health Benefits

Link: Revised Salary Schedule- Workers Comp

Link: Job Descriptions

Link: Fiscal Note

Link: PAR'S

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	03/20/2009 10:53 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/20/2009 02:56 PM	APRV
3	Budget & Management (Originator)	Veronica Lopez	03/20/2009 03:03 PM	APRV
4	Sylvia Solis	Sylvia Solis	03/20/2009 03:42 PM	APRV
5	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Dina Trevino

Started On: 03/19/2009 06:03 PM

Final Approval Date: 03/20/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-415-14-115-001-0

AI - 14672

DBM- BUDGET & MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$76,960.00	$0.00	$76,960.00	0.05	$3,848.00	$0.00	$80,808.00	$80,808.00	$317.14	$0.00	$0.00	$0.00	$0.00	$81,125.14
0002	113	MANAGER, BUDGET MANAGEMENT SECTION	$63,960.00	$0.00	$63,960.00	0.05	$3,198.00	$0.00	$67,158.00	$67,158.00	$660.00	$0.00	$0.00	$0.00	$0.00	$67,818.00
0003	113	MANAGER STRATEGIC PLANNING SECTION	$63,960.00	$0.00	$63,960.00	0.05	$3,198.00	$0.00	$67,158.00	$67,158.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67,158.00
0004	113	SR. BUDGET ANALYST	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,600.00
0005	113	SR. PLANNING ANALYST	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$54,900.00
0006	113	PLANNING ANALYST II	$42,640.00	$0.00	$42,640.00	0.05	$2,132.00	$0.00	$44,772.00	$44,772.00	$360.00	$0.00	$0.00	$0.00	$0.00	$45,132.00
0007	113	BUDGET ANALYST II	$42,640.00	$0.00	$42,640.00	0.05	$2,132.00	$0.00	$44,772.00	$44,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,772.00
0008	113	PUBLIC INFORMATION OFFICER	$41,600.00	$0.00	$41,600.00	0.05	$2,080.00	$0.00	$43,680.00	$43,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,680.00
0009	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$40,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,404.00
0010	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$38,220.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,220.00
0011	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$40,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,404.00
0012	113	SUPERVISOR, CLERICAL SEC	$33,800.00	$0.00	$33,800.00	0.05	$1,690.00	$0.00	$35,490.00	$35,490.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,910.00
0014	113	BUDGET CLERK II	$31,200.00	$0.00	$31,200.00	0.05	$1,560.00	$0.00	$32,760.00	$32,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,760.00
0015	113	BUDGET CLERK II	$28,600.00	$0.00	$28,600.00	0.05	$1,430.00	$570.00	$30,600.00	$30,600.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,960.00
0016	113	BUDGET CLERK I	$28,080.00	$0.00	$28,080.00	0.05	$1,404.00	$596.00	$30,080.00	$30,080.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,380.00
0019	113	ECONOMIC DEVELOPMENT SPECIALIST	$55,120.00	$0.00	$55,120.00	0.05	$2,756.00	$0.00	$57,876.00	$57,876.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,876.00
0020	113	BUDGET CLERK I	$28,080.00	$0.00	$28,080.00	0.05	$1,404.00	$596.00	$30,080.00	$30,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,080.00
0021	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$37,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,800.00
0022	113	PLANNING ANALYST I	$0.00	$38,480.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0023	113	PLANNING ANALYST I	$0.00	$38,480.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$40,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,404.00
0024	**113**	**BUDGET ANALYST III**	**$0.00**	**$49,750.00**	**$49,750.00**	**0**	**$0.00**	**$0.00**	**$49,750.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0025	**113**	**PLANNING ANALYST III**	**$0.00**	**$49,750.00**	**$49,750.00**	**0**	**$0.00**	**$0.00**	**$49,750.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$794,560.00	$176,460.00	$971,020.00		$43,576.00	$1,762.00	$1,016,358.00	$907,666.00	$2,717.14	$0.00	$0.00	$0.00	$0.00	$910,383.14

Approval to create one (1) regular full-time Budget Analyst III position, slot 115-001-0024 and one (1) regular full-time Planning Analyst III position, slot 115-001-0025 pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

2201-415-00-115-009-0

AI - 14672

HEALTH BENEFITS ADM

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
~~0002~~	~~113~~	~~PLANNING ANALYST I~~	~~$38,480.00~~	~~$0.00~~	~~$38,480.00~~	~~0.05~~	~~$1,924.00~~	~~$0.00~~	~~$40,404.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0004	113	CHIEF ADMINISTRATOR	$5,200.00	$0.00	$5,200.00	0.05	$260.00	$0.00	$5,460.00	$5,460.00	$21.43	$0.00	$0.00	$0.00	$0.00	$5,481.43
0005	113	ADMINISTRATIVE ASSISTANT	$27,615.00	$0.00	$27,615.00	0.05	$1,381.00	$619.00	$29,615.00	$29,615.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,915.00
0006	113	EMPLOYEE BENEFITS SPECIALIST	$41,000.00	$0.00	$41,000.00	0.05	$2,050.00	$0.00	$43,050.00	$41,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,000.00
0007	113	ADMINISTRATIVE ASSISTANT	$30,098.00	$0.00	$30,098.00	0.05	$1,504.90	$0.00	$31,602.90	$31,603.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,603.00
~~0008~~	~~113~~	~~BUDGET ANALYST I~~	~~$0.00~~	~~$40,404.00~~	~~$40,404.00~~	~~0.05~~	~~$2,020.00~~	~~$0.00~~	~~$42,424.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		TOTAL	$142,393.00	$0.00	$142,393.00		$7,119.90	$619.00	$150,131.90	$107,678.00	$321.43	$0.00	$0.00	$0.00	$0.00	$107,999.43

Approval to delete one (1) regular full-time Budget Analyst I position, slot 115-009-0008 and one (1) Planning Analyst I position, slot no. 115-009-0002 pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

2202-419-50-115-065-0

AI -14672

DBM - W/C DIVISION

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	W/C DIVISION ADMINISTRATOR	$57,200.00	$0.00	$57,200.00	0.05	$2,860.00	$0.00	$60,060.00	$60,060.00	$420.00	$0.00	$0.00	$4,000.00	$0.00	$64,480.00
0008	113	CLAIMS INVESTIGATOR II	$43,853.00	$0.00	$43,853.00	0.05	$2,192.65	$0.00	$46,045.65	$46,046.00	$300.00	$0.00	$0.00	$0.00	$0.00	$46,346.00
0009	113	W/C CLERK III	$36,400.00	$0.00	$36,400.00	0.05	$1,820.00	$0.00	$38,220.00	$38,220.00	$780.00	$0.00	$0.00	$0.00	$0.00	$39,000.00
0010	113	W/C CLERK II	$31,517.00	$0.00	$31,517.00	0.05	$1,575.85	$0.00	$33,092.85	$33,093.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,393.00
0011	113	W/C CLERK II	$31,517.00	$0.00	$31,517.00	0.05	$1,575.85	$0.00	$33,092.85	$33,093.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,573.00
0012	113	SECRETARY	$25,552.00	$0.00	$25,552.00	0.05	$1,277.60	$722.40	$27,552.00	$27,552.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,552.00
0013	113	CHIEF ADMINISTRATOR	$5,200.00	$0.00	$5,200.00	0.05	$260.00	$0.00	$5,460.00	$5,460.00	$21.43	$0.00	$0.00	$0.00	$0.00	$5,481.43
0014	113	RISK MANAGEMENT SPECIALIST	$37,000.00	$0.00	$37,000.00	0.05	$1,850.00	$0.00	$38,850.00	$38,850.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,850.00
~~0015~~	~~113~~	~~PLANNING ANALYST I~~	~~$0.00~~	~~$40,404.00~~	~~$40,404.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$40,404.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		TOTAL	$268,239.00	$0.00	$268,239.00		$13,411.95	$722.40	$282,373.35	$282,374.00	$2,301.43	$0.00	$0.00	$4,000.00	$0.00	$288,675.43

Approval to delete one (1) regular full-time Planning Analyst I position, slot 115-065-0015 pending CC approval.

HIDALGO COUNTY

Department of Budget and Management

JOB TITLE: Budget Analyst III | FLSA STATUS: Non - Exempt

DEPARTMENT: 115 - 001 | CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Manager, Budget Management Section or other designated supervisor performs complex lead budget development, preparation and analysis work. Work involves examining, reviewing, and analyzing operating budgets; compiling data, statistics, or reports relating to budgetary activities; preparing and revising annual operating budgets; and providing technical advice or assistance to county departments on budgetary matters. Usually has responsibility for monitoring certain departments and or funds. May train or coordinate work of Budget Analysts and / or Budget Clerks

EXAMPLES OF WORK PERFORMED:

Prepares county budget forms and instructions;
Develops budget implementation systems and / or procedures;
Prepares special reports related to budget and employees benefits;
Provides advice or assistance to county department staff on budget planning and management;
Examines operating budgets to determine whether budgeted funds have been allocated to the appropriate classification of cost;
Reviews operating budget funds to project expenditures and to determine shortages or surpluses;
Coordinates budgeting procedures, preparation, or reporting with other units or departments;
Identifies budget or funding issues and proposes recommendations and / or solutions;
Advises departments about actions that may be required to stay within budgeted funds;
Studies or develops budget formulas used in budget preparations;
Coordinates the maintenance and integrity of the county salary schedule;
Assists the section manager in the supervision of staff;

MINIMUM QUALIFICATIONS:

A bachelor's degree from an accredited college or university in accounting, business administration, public administration or other related major.

Three years of full-time experience in accounting, auditing, budget preparation, financial management, statistical analysis, or other responsible analytical or professional work that provided a knowledge of budget procedures, budget execution, budgetary and financial relationships with workloads of organizational element, organizational structure, and work processes of an organization.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of governmental accounting and budgetary procedures;
Knowledge of the principles of organization and management;
Knowledge of the capabilities and products of electronic data processing;
Ability to analyze fiscal management information and determine need for and best use of funds;
Ability to develop and implement budgetary policies and procedures;
Ability to analyze budgetary problems and develop and present alternative solutions;
Ability to plan work of staff compiling fiscal data;
Ability to communicate orally and in writing;
Ability to maintain effective working relationships with others;
Skill in the use of computer software to analyze data;

CERTIFICATES, LICENSES, AND REGISTRATIONS

Must have a current valid Texas Motor Vehicle Operator's license
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER SKILLS AND ABILITIES

May be assigned other duties in addition to those listed; duties may change according to the changing needs of the Budget Office and/or the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

MENTAL REQUIREMENTS

Maintain mental capacity appropriate to the performance of assigned duties and responsibilities which may include the following:

- Making sound decisions and using good judgment
- Handling budgetary and financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

OTHER REQUIREMENTS

Effectively handle a work requirement and conditions which involve the following"

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all County and department safety policies and procedures

HIDALGO COUNTY

DEPARTMENT OF BUDGET AND MANAGEMENT

JOB TITLE: Planning Analyst III FLASA STATUS: Non - Exempt

DEPARTMENT: 115 - 001 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Manager, Strategic Planning Section or other designated supervisor performs complex analytical planning and statistical work. Work involves examining, reviewing, and developing long range planning data; compiling statistical data and preparing reports relating to budgetary and capital improvement activities. Assists in the development and preparation of the county capital improvement plan and provides technical advice or assistance to County departments on capital improvement projects. Usually has responsibility developing projects to improve planning and operating procedures. May train or coordinate work of Planning Analysts and /or Planning Clerks.

EXAMPLES OF WORK PERFORMED:

Prepares county planning forms and instructions;
Develops planning policies or procedures;
Prepares special reports related to capital improvement planning data;
Provides advice or assistance to county department staff on project planning and management;
Examines the Capital Improvement Plan and monitors certificate of obligations compliance;
Reviews debt service reports to project expenditures and develop long - range projections;
Coordinates planning procedures with other units or departments;
Identifies financial resources for major projects;
Analyses county demographic data to project growth and service level needs;
Studies or develops planning formulas to develop impact analysis strategies;
Assists the Section Manager in the Supervision of staff

MINIMUM QUALIFICATIONS:

A bachelor's degree from an accredited college or university in planning, accounting, business administration, public administration or other related major.

Three years of full-time experience in planning, accounting, auditing, budget preparation, financial management, statistical analysis, or other responsible analytical or professional work that provided knowledge of budget procedures, budget execution, budgetary and financial relationships with workloads of organizational element, organizational structure, and work processes of an organization.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of governmental accounting and budgetary procedures.
Knowledge of the principles of organization and management.
Knowledge of the capabilities and products of electronic data processing.
Ability to analyze fiscal management information and determine need for and best use of funds.
Ability to develop and implement budgetary policies and procedures.
Ability to analyze budgetary problems and develop and present alternative solutions.
Ability to plan work of staff compiling fiscal data.
Ability to communicate orally and in writing.
Ability to maintain effective working relationships with others.
Skill in the use of computer software to analyze data.

CERTIFICATES, LICENSES, AND REGISTRATIONS

Must have a current valid Texas Motor Vehicle Operator's license
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER SKILLS AND ABILITIES

May be assigned other duties in addition to those listed; duties may change according to the changing needs of the Department and/or the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.
The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

MENTAL REQUIREMENTS

Maintain mental capacity appropriate to the performance of assigned duties and responsibilities which may include the following:

- Making sound decisions and using good judgment
- Handling budgetary and financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

OTHER REQUIREMENTS

Effectively handle a work requirement and conditions which involve the following"

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all County and department safety policies and procedures

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 24, 2009

Agenda Item: 14672

Summary of request/proposal: Requesting approval to create two (2) Analyst III and delete three (3) Analyst I as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
	Planning Analyst I	0002	113	40,404.00	0.00	(40,404.00)
	Budget Analyst I	0008	113	42,424.00	0.00	(42,424.00)
	Planning Analyst I	0015	113	40,404.00	0.00	(40,404.00)
	Budget Analyst III	0024	113	0.00	49,750.00	49,750.00
	Planning Analyst III	0025	113	0.00	49,750.00	49,750.00
	Total:			123,232.00	99,500.00	(23,732.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-14-115-XXX-0	113	DBM-	PERM F/T EMPLOYEES	(18,458.22)
9-1100-415-14-115-XXX-0	211	DBM-	HEALTH INSURANCE	(3,238.67)
9-1100-415-14-115-XXX-0	212	DBM-	LIFE INSURANCE	(21.00)
9-1100-415-14-115-XXX-0	220	DBM-	FICA	(1,412.05)
9-1100-415-14-115-XXX-0	230	DBM-	RETIREMENT	(1,664.93)
9-1100-415-14-115-XXX-0	250	DBM-	UNEMPLOYMENT COMP	(92.29)
9-1100-415-14-115-XXX-0	260	DBM-	WORKER'S COMP	(4.43)
			2009 Budgetary Impact	(24,891.59)

2010 Budgetary Impact: $ (23,621.49) COST SAVINGS

Possible Funding Sources: From Deleted Positions

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Department of Budget & Management - DBM

DATE: 03/20/2009

CURRENT POSITION TITLE: Planning Analyst I / Budget Analyst I

CURRENT SLOT. #: 002,0008,0015 (3) positions

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Positions

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 123,232.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-123,232.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other No Funding Needed - Deleting Positions

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEED SENIOR LEVEL ANALYSTS TO LEAD DEVELOPMENT AND IMPLEMENTATION OF NUMEROUS MANAGEMENT PROJECTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

ANALYST III's - JOB DESCRIPTIONS ATTACHED - PROJECT MANAGEMENT FUNCTIONS -

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

DELETION OF 3 ANALYSTS I's TO CREATE 2 ANALYST III's WILL RESULT IN A NET SALARY SAVINGS -

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/20/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	3/20/09 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/20/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Department of Budget & Management - DBM

DATE: 03/20/2009

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0024,0025
(2) positions

REQUESTED POSITION TITLE: Budget Analyst III, Planning Analyst III
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 49,750.00 X 2 (Proposed Budgeted Salary) $ 99,500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other From Deleted Positions

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEED SENIOR LEVEL ANALYSTS TO LEAD DEVELOPMENT AND IMPLEMENTATION OF NUMEROUS MANAGEMENT PROJECTS

NEW POSITION: Brief job description and attach a copy of the new job description.

ANALYSTS III'S JOB DESCRIPTIONS - ATTACHED

PROJECT MANAGEMENT FUNCTIONS

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

DELETION OF 3 ANALYSTS I'S TO CREATE 2 ANALYSTS III'S WILL RESULT IN A NET SALARY SAVINGS

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/20/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/20/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-14649 **21.A.4.**

Depository Bank Selection Process

CC REGULAR

Date:	03/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Pursuant to Texas Local Government Code, Chapter 116, including Section .024 -Selection of Depositories and Subdepositories, discussion, consideration and action, including, but not limited to the following:
A. Tx Local Gov't. Code-Chapter/Section 116.024(a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

(1) enter in the minutes of the court all applications filed with the county judge;

(2) consider all applications;(presentation of scoring grid from designated grading committee)

(3) select the qualified applicants that offer the most favorable terms and conditions for the handling of county funds.

B. Authorization to proceed to negotiate a depository bank contract with qualified applicant(s) with designation/appointment of negotiation committee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-002-0-350

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Lockbox fees may be applicable in accordance with current depository agreement with FNB, contract #C-05-087-05-10.

Available Balance as of 3-20-09 $27,016.00.

Other funding sources for other fees, if appicable, are to be determined once contract negotiations are finalized and final contract is executed with depository bank.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/20/2009 10:55 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 12:26 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2009 01:50 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Marty Salazar

Started On: 03/18/2009 04:00 PM

Final Approval Date: 03/20/2009

AI-14630 **21.A.5.**

Exemption for Food Purchases

CC REGULAR

Date:	03/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to action taken by Commissioner's Court on 3-17-09 related to Texas Local Government Code 262.024 (a)(8)(d) approval to set the "intervals" for the solicitation of "quotes" for food related purchases:

A. Thirty (30) day intervals (current & historic time frame is 30 days)
B. Other as approved _____;

Note: This action is necessary inasmuch as the setting of the "intervals" was inadvertently omitted on last week's agenda item attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** all depts object. 630

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Food purchases are to be made on an "as needed basis" by user departments; for funding availability please refer to attached expense report as of 3-19-09, object. 630 "Food".

Attachments

Link: Back up

Link: 2009 Expense report obj. 630 as of 3-19-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/19/2009 12:59 PM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 01:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/19/2009 02:03 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Marty Salazar Started On: 03/18/2009 01:23 PM

Final Approval Date: 03/20/2009

AI-14440 **20.8.**

Exemption-Competitive Bidding Requirements-Food Purchases

CC REGULAR

Date: 03/17/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Requesting exemption from competitive bidding requirement under Texas Local Government Code, Chapter 262, Section .024 (a)(8)(d) "an item of food" for: Sheriff's Office & Adult Detention Facility (aka, County Jail), Juvenile Probation, Adult Probation, Texas Agrilife Extension Service, including all other Hidalgo County departments requiring food purchases;

B. Pursuant to same statute, specifically 262.024 (d), action on the following:
(1) Solicitation of at least three (3) quotes by:
(a) telephone; or,
(b) written quotations;
(2) Presentation of the proposed draft solicitation quote/bid form including terms, conditions, requirements, and draft agreement for vendors awarded contracts;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Various accounts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

For funding availability please see attached expenditure report.

Attachments

Link: 144440
Link: Terms and Conditions
Link: Quote Form
Link: Tabulation Form for County
Link: Obj. code 630- Expenditure Report

Form Routing/Status

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(e), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A., Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(e), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-

REQUEST FOR QUOTES FORM

DATE: _____

COMPANY NAME:		**REQUEST FOR:**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: _____

ADDRESS: _____

_____

PHONE **Phone: (956)-**_____

FAX **Fax: (956)-** _____

Contact Person_____

F O B
DELIVERY
TERMS
QUOTE GOOD FOR _____DAYS
QUOTATIONS MUST BE RECEIVED BY: _____PM/AM on Date, Month , 2009 In person or via-fax to (956) _____

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F O B , DELIVERY SCHEDULE AND TERMS ON

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		REPRESENTATIVE SIGNATURE: _____		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $25,000.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-001-001-0-630	92ND DC-FOOD	2,000.00	2,000.00	1,200.00	122.63	677.37	66.13
9-1100-412-00-002-001-0-630	93RD DC-FOOD	3,726.00	3,726.00	833.23	817.33	2,075.44	44.30
9-1100-412-00-003-001-0-630	139TH DC-FOOD	1,500.00	1,500.00	22.24	323.14	1,154.62	23.03
9-1100-412-00-004-001-0-630	206TH DC-FOOD	2,500.00	2,500.00	2,442.51	142.01	-84.52	103.38
9-1100-412-00-005-001-0-630	275TH DC-FOOD	1,700.00	1,700.00	.00	.00	1,700.00	.00
9-1100-412-00-006-001-0-630	332ND DC-FOOD	1,500.00	1,500.00	560.04	139.96	800.00	46.67
9-1100-412-00-007-001-0-630	370TH DC-FOOD	.00	2,000.00	898.78	101.22	1,000.00	50.00
9-1100-412-00-008-001-0-630	389TH DC-FOOD	2,250.00	2,250.00	744.08	55.92	1,450.00	35.56
9-1100-412-00-009-001-0-630	398TH DC-FOOD	3,000.00	3,000.00	1,189.38	643.40	1,167.22	61.09
9-1100-412-00-009-003-0-630	INDIGENT DEFENSE-FOOD	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-412-00-010-001-0-630	430TH DC-FOOD	1,000.00	1,000.00	446.10	.00	553.90	44.61
9-1100-412-00-011-001-0-630	449TH DC-FOOD	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-412-00-021-001-0-630	CCL#1-FOOD	.00	1,633.50	1,215.88	214.12	203.50	87.54
9-1100-412-00-022-001-0-630	CCL#2-FOOD	500.00	500.00	500.00	.00	.00	100.00
9-1100-412-00-023-001-0-630	CCL#3 PROBATE CRT-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1100-412-00-024-001-0-630	CCL#4-FOOD	100.00	.00	.00	.00	.00	.00
9-1100-412-00-025-001-0-630	CCL#5-FOOD	1,000.00	1,000.00	980.00	.00	20.00	98.00
9-1100-412-00-026-001-0-630	CCL#6-FOOD	2,088.00	2,088.00	473.61	592.41	1,021.98	51.05
9-1100-412-00-031-001-0-630	MASTER COURT-FOOD	.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-032-001-0-630	MASTER CRT II-FOOD	50.00	50.00	.00	.00	50.00	.00
9-1100-412-00-045-001-0-630	AUXILIARY COURT-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-064-001-0-630	JP PCT 2/PL 2-FOOD	100.00	100.00	.00	.00	100.00	.00
9-1100-412-00-066-001-0-630	JP PCT 3/PL 2-FOOD	200.00	200.00	114.00	85.82	.18	99.91
9-1100-412-00-090-001-0-630	DIST CLERK-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-20-080-001-0-630	GRAND JURY-FOOD	135.00	135.00	.00	.00	135.00	.00
9-1100-413-00-110-006-0-630	CO JUDGE-FOOD	1,500.00	1,500.00	128.30	.00	1,371.70	8.55
9-1100-414-00-130-001-0-630	ELECTIONS DEPT-FOOD	6,000.00	6,000.00	79.60	87.73	5,832.67	2.79

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-415-00-115-072-0-630	HURRICANE DOLLY-FOOD	.00	.00	896.43	.00	-896.43	.00
9-1100-415-14-115-001-0-630	DBM-BUDGET DIV-FOOD	250.00	250.00	.00	.00	250.00	.00
9-1100-415-18-160-001-0-630	PURCHASING-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1100-415-40-180-001-0-630	CO CLERK-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1100-415-50-190-001-0-630	CIVIL SERVICE-FOOD	1,700.00	1,700.00	.00	29.99	1,670.01	1.76
9-1100-415-50-190-002-0-630	HUMAN RESOURCES-FOOD	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-419-40-220-001-0-630	GEN GOVT BLDG-FOOD	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-422-10-300-001-0-630	EMERG SRVS-FM-FOOD	1,500.00	1,500.00	784.90	.00	715.10	52.33
9-1100-423-21-280-002-0-630	JAIL-FOOD	1,500,000.00	1,500,000.00	118,916.88	228,336.15	1,152,746.97	23.15
9-1100-423-32-330-001-0-630	JUV DET HM-FOOD	100,000.00	80,353.00	8,051.86	10,495.01	61,806.13	23.08
9-1100-429-00-300-023-0-630	EMERG SRVS-EM-FOOD	10,000.00	5,000.00	1,160.00	332.26	3,507.74	29.85
9-1100-432-00-121-001-0-630	SANITATION PCT.1-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1100-432-00-123-001-0-630	SANITATION PCT.3-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1100-432-00-124-001-0-630	SANITATION PCT.4-FOOD	200.00	200.00	.00	.00	200.00	.00
9-1100-441-00-340-001-0-630	HEALTH ADM-FOOD	2,600.00	2,600.00	.00	.00	2,600.00	.00
9-1100-441-00-340-003-0-630	HEALTH CLINICS-FOOD	2,000.00	2,000.00	300.00	.00	1,700.00	15.00
9-1100-444-00-370-001-0-630	VETERAN'S SRV-FOOD	340.00	340.00	.00	.00	340.00	.00
9-1100-461-00-380-001-0-630	TX AGRILIFE EXT-FOOD	3,400.00	3,400.00	.00	.00	3,400.00	.00
1100 GENERAL FUND		**1,664,739.00**	**1,644,625.50**	**141,937.82**	**242,519.10**	**1,260,168.58**	**23.38**
1200 R&B COUNTYWIDE							
9-1200-431-00-122-004-0-630	CO SHOP-FOOD	100.00	100.00	.00	.00	100.00	.00
1200 R&B COUNTYWIDE		**100.00**	**100.00**	**.00**	**.00**	**100.00**	**.00**
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-630	PCT.1 RD ADM-FOOD	3,000.00	2,000.00	.00	.00	2,000.00	.00
9-1201-431-00-121-005-0-630	PCT.1 P/U RD-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
1201 R&B PRECINCT 1		**4,000.00**	**3,000.00**	**.00**	**.00**	**3,000.00**	**.00**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-630	PCT.2 RD ADM-FOOD	100.00	100.00	.00	.00	100.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1202 R&B PRECINCT 2							
9-1202-431-00-122-006-0-630	PCT.2 P/U RD-FOOD	100.00	100.00	.00	.00	100.00	.00
1202 R&B PRECINCT 2		**200.00**	**200.00**	**.00**	**.00**	**200.00**	**.00**
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-630	PCT.3 RD ADM-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1203-431-00-123-005-0-630	PCT.3 P/U RD-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
1203 R&B PRECINCT 3		**1,500.00**	**1,500.00**	**.00**	**.00**	**1,500.00**	**.00**
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-630	PCT.4 RD ADM-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1204-431-00-124-007-0-630	PCT.4 P/U RD-FOOD	600.00	600.00	.00	.00	600.00	.00
1204 R&B PRECINCT 4		**900.00**	**900.00**	**.00**	**.00**	**900.00**	**.00**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-630	PARKS PCT.1-FOOD	200.00	200.00	.00	.00	200.00	.00
1211 PARKS PRECINCT 1		**200.00**	**200.00**	**.00**	**.00**	**200.00**	**.00**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-630	PARKS PCT.2-FOOD	50.00	50.00	.00	.00	50.00	.00
1212 PARKS PRECINCT 2		**50.00**	**50.00**	**.00**	**.00**	**50.00**	**.00**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-630	PARKS PCT.3-FOOD	.00	500.00	.00	.00	500.00	.00
1213 PARKS PRECINCT 3		**.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-630	DA BAD CK-FOOD	300.00	432.42	132.42	.00	300.00	30.62
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**300.00**	**432.42**	**132.42**	**.00**	**300.00**	**30.62**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-630	WESL B/C-FOOD	130,000.00	130,000.00	17,282.35	8,180.03	104,537.62	19.59
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**130,000.00**	**130,000.00**	**17,282.35**	**8,180.03**	**104,537.62**	**19.59**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-630	BASIC SUPERVISION-FOOD	.00	2,609.06	197.81	408.25	2,003.00	23.23
9-1297-423-00-320-005-9-630	RESTITUTION CTR-FOOD	.00	39,747.20	.00	3,739.70	36,007.50	9.41
9-1297-423-00-320-020-9-630	SATF-FOOD	.00	104,429.60	18,387.62	27,984.16	58,057.82	44.40
1297 ADULT PROBATION		**.00**	**146,785.86**	**18,585.43**	**32,132.11**	**96,068.32**	**34.55**
9 YEAR		**1,801,989.00**	**1,928,293.78**	**177,938.02**	**282,831.24**	**1,467,524.52**	**23.90**

AI-14614 **21.A.6.**

Hidalgo County Expansion of Pool of Professional Services-Request for Acceptance

CC REGULAR

Date:	03/24/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for consideration and acceptance of "Expansion of Professional Services Pool" (as listed on the RFQ Acceptance Sheet attached hereto) of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

1. "Expansion of Engineering Services" – (RFQ No. 2009-097-03-11-MSS) - net gain-4 firms - new total 35 firms
2. "Expansion of Architectural Services" – (RFQ No. 2009-098-03-11-CGV)- net gain-4 firms - new total 16 firms
3. "Expansion of Construction Materials Testing Services" – (RFQ No. 2009-101-3-11-YSI)- net gain-1 firm - new total 6 firms
4. "Expansion of Real Estate Appraisers" – (RFQ No. 2009-099-03-11-OTM)- net gain-1 firms - new total 5 firms
5. "Expansion of Surveyors" – (RFQ No. 2009-100-03-11-OTM)- net gain-2 firm - new total 18 firms

BACKGROUND

List Effective dates: March 24, 2009 thru February 09, 2010

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** County Wide

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will need to be determined on an "as needed basis" prior to the project(s) start.

Possible funding source object codes: 334 & 339

Attachments

Link: Engineers Acceptance Sheet and Firms Participation Log

Link: Expansion to Constr Materials Testing Acceptance and Participation

Link: Participation Log for Expansion Pool of Architectural Services

Link: expansion appraisers

Link: expansion surveyors

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 03:50 PM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 07:19 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2009 07:56 AM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Yvette Islas

Started On: 03/18/2009 08:36 AM

Final Approval Date: 03/20/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY EXPANSION TO ENGINEERING SERVICES**	RFQ NO: **2009-097-03-11-MSS**
RFQ ACCEPTANCE DATE: **MARCH 11, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 24, 2009 through February 9, 2010	

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	S&B Infrastructure, Ltd. 5408 North 10th St McAllen, TX 78504 Attn: Daniel O. Rios, P.E. Senior Vice President P: 956-926-5000 F: 956-994-0427 dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development. -Funding Liason and Funding Application Preparation. -Public Involment -Water/Waste Water -Design –Build (Roadway, Facilities) -NPDES Engineering / Documentation -Disaster Mitigation / Damage Assessment. -Economic Analysis (Benefit – Cost) -Railway Planning -Construction Management/Inspection.
#02	AEC Engineering, LLC P. O. Box 480 Edinburg, TX 78540 Attn: Carlos Garza, President/ Engineer P: 956-380-6558 F: 956-380-6110 carlos@aecengineering.net	X					X			
#03	Gilbert J. Guerra Engineering, LLC Dba Rio Delta Engineering 921 S. 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. P: 956-380-5152 F: 956-380-5083 Riodelta2004@yahoo.com	X			X	X	X	X	X	
#04	Flores Engineers 519 W. University Drive Edinburg, TX 78539 Attn: Raul P. Flores, PE P: 956-287-7100 F: 956-287-7108 floresengineers@yahoo.com	X	X	X			X		X	- Infrastructure - Storm Water Management - Pavement Construction Management - Construction Program Management - General contracting - Land/Real Estate Development

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY EXPANSION TO ENGINEERING SERVICES**	RFQ NO: **2009-097-03-11-MSS**
RFQ ACCEPTANCE DATE: **MARCH 11, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 24, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#05	The Alex Group, LLC 801 Quince, Suite 1 McAllen, TX 78501 Attn: Alex Gholmieh, P. E., Principal P: 956-687-2539 F: 956-687-2545 alex@thealexgroup.net				X	X		X		
#06	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, TX 78501 Attn: Martin Vila, PE, Senior Vice President P: 956-682-5332 F: 956-682-5487 mvila@rkci.com			X			X			- Construction Materials Testing - Facilities Engineering - Pavement Consulting

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 11, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "EXPANSION TO ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-097-03-11-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Raba-Kistner Consultants, Inc. 12821 W. Golden Lane San Antonio, TX 78249	E-MAIL TO:	kbraun@rkci.com	02-17-09	210-699-9090 210-699-6426 Kirby Braun
H2B, Inc. 1225 North Loop West, Suite 90 Houston, TX 77008	E-MAIL TO:	Kristi.kolmetz@h2bengineers.com	02-17-09	713-864-2900 713-583-1245 281-723-9801 Kristi Kolmetz
KK Engineering Consultant	E-MAIL TO:	kkengineering@sbcglobal.net	02-17-09	
HDR One Company 1020 NE Loop 410, Suite 400 San Antonio, TX 78209	E-MAIL TO:	Betty.hopkins@hdrinc.com	02-17-09	210-841-2813 210-841-2828 Betty Sue Hopkins, Assistant Manager
Alan Plummer Associates, Inc.	E-MAIL TO:	cmcguire@apaienv.com	02-18-09	Connie McGuire
PBSJ	E-MAIL TO:	absmith@pbsj.com	02-18-09	512-342-3475 Arlene B. Smith
S&B Infrastructure 5408 North 10th Street McAllen, TX 78504	E-MAIL TO:	acwalzer@sbinfra.com	02-25-09	956-926-5042 Cell 956-342-1427 Alma Walzer, Government Liaison
TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, TX 78504	e-mail to:	mlugo@tedsi.com	02-20-09	956-424-7898 956-424-7022 Maria Lugo, Administrative Assistant
AEC Engineering, LLC. P.O. Box 480 Edinburg, TX 78540	e-m ail to:	carlos@aecengineering.net	02-26-09	956-380-6558 956-380-6110 Carlos Garza, P.E., P.G., SIT, CAPM,CFM, President
MJ Thomas Engineering, LLC 3400 Hulen, Suite 100 Fort Worth, Texas 76107	e-mail to:	mickeyt@mjthomaseng.com	03/06/09	817-732-9839 817-732-9841 817-996-3446 Cell Mickey Thomas, P.E.
Flores Engineers	e-mail to:	floresengineers@yahoo.com	03/10/09	
The Alex Group, LLC 801 Quince, Suite 1 McAllen, TX 78501	Fax		02/24/09	956-687-2539 956-687-2545 Idalia Smasal

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: March 11, 2009	**RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "EXPANSION OF CONSTRUCTION MATERIAL TESTING SERVICES"

BID NO: 2009-101-03-11-YSI

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS	ACKNOWLEDGE RECEIPT OF ADDENDUM #1
1.	**Raba-Kistner** **800 E Hackberry** **McAllen, Texas 78501**	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: March 11, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 2009-101-03-11-YSI **EFFECTIVE FROM MARCH 24, 2009 TO FEBRUARY 09, 2010**

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS										
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEO-TECHNICAL	MEP (MECH/ ELEC/ PLUMB)	LAND-FILL	ENVIRON-MENTAL	HIGHWAY	OTHER	OTHER
1.	**RABA-KISTNER CONSULTANTS, INC.** MARTIN VILA, PE, F. ASCE, Senior Vice President or KIRBY BRAUN 800 E HACKBERY MCALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 **kbraun@rkci.com**		√			√			√		√ Pavement Consulting	√ Facilities

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 11, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO: 2009-101-03-11-YSI

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NOs.
1. RABA-KISTNER CONSULTANTS, INC KIRBY BRAUN	EMAIL TR	YSI	02-18-09	12821 W GOLDEN LANE SAN ANTONIO, TX 78249 PH. # (210) 699-9090 FAX # (210) 699-6426 kbraun@rkci.com
2.				
3.				
4.				
5				

VIA:
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

ACCEPTANCE DATE: MARCH 11, 2009 | ACCEPTANCE OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFQ: "EXPANSION OF ARCHITECTURAL SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-098-03-11-CGV

RFQ NO.	NAME OF COMPANY	Acknowledge Receipt	Addendum (If Applicable)
1.	TAG International Austin, Texas	√√√	N/A
2.	Rike Ogen Figueroa Allex Architects, McAllen, Texas	√√√	N/A
3.	Alamo Architects San Antonio, Texas	√√√	N/A
4.	Megamorphosis Inc. Harlingen, Texas	√√√	N/A
5.			
6.			
7.			
8.			
9.			
10.			

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ-REFERRAL EXPANSION POOL

DESCRIPTION OF RFQ: "EXPANSION OF ARCHITECTURAL SERVICES-HIDALGO COUNTY"	RFQ NO: 2009-098-03-11CGV
RFQ ACCEPTANCE DATE: MARCH 11, 2009	ACCPETANCE OPENING TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 24, 2009 THROUGH FEBRUARY 9, 2010.	

AREA OF SPECIALIZATION

RFQ#	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations / Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#01	TAG INTERNATIONAL 3160 BEE CAVE RD. # 200 AUSTIN, TX 78746 Bruce Jackson AIA, Partner		X						X	X	X	X		X	
#02	RIKE OGDEN FIGUEROA ALLEX ARCHITECTS, INC. 1007 WALNUT AVE., McALLEN, TX 78501 Luis Figueroa, AIA, Principal luis@rofainc.com 956-686-7771		X	X	X	X			X	X	X			X	
#03	ALAMO ARCHITECTS 1512 South Flores San Antonio, Texas 78204 210-227-2612 Gerald E. Lammers, Principal jerry@alamoarchitects.com	X	X	X	X	X	X	X	X		X	X		X	
#04	MEGAMORPHOSIS, INC. 1409 N. Stuart Place Rd. Harlingen, Texas 78550 Ph.: 956-425-1779 Fax: 956-425-5886 Margaret F. Jorn, President mega@megarmorhposisdesign.net		X	X		X			X	X	X	X		X	

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: MARCH 11, 2009	RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: EXPANSION OF REAL ESTATE APPRAISERS

RFQ NO: 2009-099-03-11-OTM
(PRE-QUALIFIED ROSTER EFFECTIVE 03/24/09 THROUGH 02/09/10)

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	EXECUTIVE APPRAISALS RAMON A. OLIVAREZ, SR. APPRAISER/OWNER 104 CIRO DRIVE (PO BOX 1016) SAN JUAN, TX 78589 (956) 682-6123 rolivarez@rgv.rr.com	√
#02		
#03		
#04		
#05		
#06		

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: MARCH 11, 2009	RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: EXPANSION OF REAL ESTATE SURVEYORS

RFQ NO: 2009-100-03-11

(PRE-QUALIFIED ROSTER EFFECTIVE 03/24/09 THROUGH 02-09-2010)

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	HALFF 5000 W. MILITARY, SUITE 100 MCALLEN, TX 78503 (956) 664-0286 halff.com	√
#02	RODS SURVEYING, INC. 5201 8 ½ MILE LINE ROAD EDINBURG, TX 78541 (956) 583-8050 ddavis@rods.cc	√
#03		
#04		
#05		
#06		
#07		

AI-14600 **21.A.7.**

Sign Language Interpreting Services

CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Sign Language Interpreting Services" Bid No. 2009-024-SMA

BACKGROUND

1. Current Contract expires 03/31/09
2. Contract Document has been sent to legal counsel for review and approval as to form on 03/17/09
3. Recommending vendors:

Gloria M. Flores Interpreting Services	for Non-Courtroom Interpreting
Geneva WorldWide, Inc.	for Courtroom Interpreting

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1297-423-00-320-002-9-339

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Services to be rendered on an "As Needed Basis"

Available balance as of 03-19-09 $40,209.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-339

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Services to be rendered on an "As Needed Basis"

Available balance as of 03-09-09 $114,915.00

Attachments

Link: Recommendation memo's, tabulation, participation

Link: AI- 14600 crt

Link: AI- 14600 noncrt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 11:39 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 12:36 PM	APRV
3	Veronica Lopez	Veronica Lopez	03/20/2009 02:16 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Sandra Montalvo Started On: 03/17/2009 01:47 PM

Final Approval Date: 03/20/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

ATTN: Anacleto "Sonny" Martinez, Chief Deputy
Juan Tapia, Procurement Specialist

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: February 04, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-024-02-04-SMA
HIDALGO COUNTY-"Sign Language Interpreting Services"

Attached you will find copies of three (3) bid responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandra.montalvo@co.hidalgo.tx.usby no later than FRIDAY, February 13, 2009 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, February 24, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Sylvia Flores	All, Except Courtroom Interpreting Assignments.
2. Geneva Worldwide	Only Courtroom Interpreting Assignments.
3.	

BUDGET ACCOUNT #: 9-1166-421-00-280-001-0-339

Authorized Signature | Anacleto Martinez (Printed Name) | Department | 2-19-09 (Date)

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Joe Lopez, Executive Director
Hidalgo County Adult Probation Services

ATTN: Diana Solis, Accountant
Hidalgo County Adult Probation Services

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: February 04, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-024-02-04-SMA
HIDALGO COUNTY-"Sign Language Interpreting Services"

Attached you will find copies of three (3) bid responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandra.montalvo@co.hidalgo.tx.us by no later than FRIDAY, February 13, 2009 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, February 24, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. GLORIA FLORES	NON-COURTROOM INTERPRETING SERVICES
2. GEVEVA WORLDWIDE	COURTROOM INTERPRETING SERVICES
3.	

BUDGET ACCOUNT #: 9-1297-423-00-320-002-9-339

Authorized Signature	Printed Name	Department	Date
Joe Lopez	Joe Lopez	Adult Probation	3-3-09

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFB DATE: February 04, 2009 RFB OPENING TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION:"HIDALGO COUNTY-SIGN LANGUAGE INTERPRETING SERVICES"

RFB NO: 2009-024-02-04-SMA

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.).Gloria Flores Interpreting Services Attn: Gloria Flores	E-MAIL & MAILED	Sandra Montalvo	01/20/09	P.O. BOX 4056 MISSION, TX 78573 956-735-3973 glorestj@yahoo.com
2.) Valley Association for Independent Living (VAIL) Attn:Melinda Rios	E-MAIL & MAILED	Sandra Montalvo	01/20/09	3016-B North McColl McAllen, Tx 78501 956-668-8245 mrios@vailrgv.org
3.) A Sign Language Co. Attn: Raquel Taylor	E-MAIL & MAILED	Sandra Montalvo	01/20/09	314 W. McIntyre Rd/ Edinburg, Tx 78540 (956) 668-8233 aslcom@aol.com
4.) Interpreters Unlimited, Inc. Attn: Shamroze (Shamus) Sayed	EMR	Sandra Montalvo	01/28/09	11199 Sorrento Valley Rd. Suite #203 San Diego, CA 92121 800-726-9891-ext 115 619-330-2520 e-fax Shamus@iugroup.com www.interpretersunlimited.com
5.) Accurate Communication Attn: Nicole Boursiquot	EMR	Sandra Montalvo	01/28/09	888-342-1650 ext. 203 561-689-8884 877-682-1333 fax Nicole@accuratecommunication.net
6.) Geneva Worldwide Attn: M Firmani	EMR	Sandra Montalvo	01/28/09	261 W. 35th Street New York, NY 10011 212-255-8400-ext 125 mfirmani@genevaworldwide.com www.genevaworldwide.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: February 04, 2009 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Sign Language Interpreting Services"

BID NO: 2009-024-02-04-SMA

ITEM DESCRIPTIONS:	PARTICIPATING VENDORS		
	A SIGN LANGUAGE CO.	GLORIA M. FLORES INTERPRETING SERVICE	GENEVA WORLDWIDE
A.) BUSINESS HOURS: (Schedule at least 24 hours in advance)			
1). Non-Courtroom Interpreting Assignments	$208.00 hourly rate	$50.00 hourly rate (minimum of 2 hrs)	$99.75 hourly rate
2). Courtroom Interpreting Assignments:	280.00 hourly rate	N/A Not Court Certified	$99.75 hourly rate
B). BUSINESS HOURS: (Schedule less than 24 hours in advance)			
1). Non-Courtroom Interpreting Assignments	$312.00 hourly rate	$65.00 hourly rate (minimum of 2 hrs)	$149.25 hourly rate
2). Courtroom Interpreting Assignments:	$420.00 hourly rate	N/A Not Court Certified	$149.25 hourly rate
C) EXTENDED SERVICE HOURLY RATES			
1). Non-Courtroom Interpreting Assignments	$312.00 hourly rate	$65.00 hourly rate (minimum of 2 hrs)	$149.25 hourly rate
2). Courtroom Interpreting Assignments:	$420.00 hourly rate	N/A Not Court Certified	$149.25 hourly rate
D.) EMERGENCY/HOLIDAYS			
1). Non-Courtroom Interpreting Assignments	$416.00 hourly rate	$75.00 hourly rate (minimum of 2 hrs)	$199.25 hourly rate
2). Courtroom Interpreting Assignments:	$560.00 hourly rate	N/A Not Court Certified	$199.25 hourly rate
	Note: Discount will be given for assignments longer than 2 hours. The hourly rate will be discounted 50% on the 3rd hour and every hour after that for assignment		

DRAFT

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-024-03-24

THIS CONTRACT is made and entered into this **24th** day of **March, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Geneva Worldwide, Inc.,** a New York Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **Sign Language Interpreting Services on a (AS NEEDED BASIS)for Courtroom Interpreting** for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **April 1, 2009** and ending on **March 31, 2010** and may be extended at the sole discretion of County for an additional two (2) years period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Geneva Worldwide, Inc.** **Attn: Craig Buckstein** **261 West 35th Street, Suite 700** **New York, NY 10001**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Geneva Worldwide, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
By: Steve L. Crain

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 20, 2009

Re: **HIDALGO COUNTY**
Request for Bids- -**"SIGN LANGUAGE INTERPRETING SERVICES"**
Bid No: 2009-024-02-04-SMA

Dear Respondent:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"Sign Language Interpreting Services"

Bid No: 2009-024-02-04-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __6__pages.**
4. **Exhibit "B" Bid Page, consisting of__2__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of ___5___ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _2___ pages.**
7. **Vendor/Bidder Application and W-9 form consisting of __7___ pages.**
8. **Certification Regarding Debarment, consisting of_2_ pages.**
9. **Draft Service Contract, consisting of ___6___ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

January 20, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-024-02-04-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"Sign Language Interpreting Services"

BID OPENING DATE:
February 04, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-SIGN LANGUAGE INTERPRETING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-024-02-04-SMA-HIDALGO COUNTY-SIGN LANGUAGE INTERPRETING SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2009-024-02-04-SMA-HIDALGO COUNTY-"SIGN LANGUAGE INTERPRETING SERVICES"

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY– SIGN LANGUAGE INTERPRETING SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**February 04,2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of

the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. 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.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder 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.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Sign Language Interpreting Services"
BID NO.: 2009-024-02-04-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "A"

HIDALGO COUNTY
"Sign Language Interpreting Services"
RFB: 2009-024-02-04-SMA

SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Vendor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

SPECIFICATIONS/REQUIREMENTS:

1. Vendor shall maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.
2. Vendor must maintain such records as may be required by the specialized needs of the various County departments requiring the services.
3. Vendor shall provide certified interpreting services to the County relating to matters, including but not limited to:

    A. Court related
    B. Law enforcement related matters
    C. Health and mental health clinic visits
    D. Social services needs
    E. Engineering/technical meetings/workshops
    F. Staff meetings
    G. Public meetings
    H. Probation Related Matters

5. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.
6. Vendor must maintain adequate interpreting resources to cover all assignments made with advance notice. Vendor must provide the County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract
7. Vendor must maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.
8. Vendor must guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. Vendor must maintain a detailed record regarding each assignment placed against the contract.
10. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.
11. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a like period of services for the County at no charge.
12. If Vendor fails to honor scheduled assignments this may result in contract termination.
13. If in any event, a department requires more than two hours of interpreting services, Vendor

must provide a second interpreter as a back up and relief.

14. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the service. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the bid page (Exhibit B) form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department

INTERPRETING SERVICES:

Business Service Requests: It is understood and agreed that here are 2 categories for Business hour request, which includes *Business Hour Requests with at least 24 hour notice*, and *Business Hour Requests with 2 to 23 hours and 59 minutes in advance.* It is understood and agreed that the County will pay the higher business hour rate when notice is given 2 to 23 hours and 59 min. in advance.

Extended Service Requests: An extended service hour is any scheduled interpreting situations which begins after 6:00 p.m. and before 8:00 a.m., Monday through Friday and Weekends. Weekend interpreting services is any scheduled interpreting situation which occurs anytime on Saturday or Sunday.

Emergency/Holidays:

- When an emergency situation arises, the department staff or designated representative will call the Vendor=s emergency telephone number, and request the emergency services of a certified on-call interpreter.
- The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
- Emergency interpreting service situations within proceedings of state agencies, courts, and political subdivisions are defined as essential situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night.
- Holiday Interpreting service situations are defined as applying to any Federal, or County observed holiday.

When making requests (phone, e-mail or fax) authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

STAFFING/INTERPRETERS AVAILABLE

The Vendor shall provide with its bid response:

A. Type(s) of certification held by the interpreters
B. Number of CERTIFIED interpreters available.
C. The extent of training and evaluation of interpreters provided by the Vendor
D. Names of primary certified interpreters who will be providing the services

E. A discussion on the Vendor=s quality control program and how vendor will work with the County's Representatives on procedures reviews of interpreting program.

REFERENCES:

Provide references where similar services have been provided by the firm.

BID PRICES:

Prices shall remain firm for the period of the contract. Bidder must include any and all cost in the hourly rate price entered in Exhibit "B" Bid Page.

TERM OF CONTRACT:

A. The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

B. 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 new contract term.

C. If, during the life of the contract, the successful bidder prices generally available for items awarded are reduced or below the contract price, it is understood and agreed that the benefits of such reduction be extended to the County.

METHOD OF AWARD:

Award, if any, will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified in Exhibit "B"(Bid Page) and meeting all the requirements/and or specifications.

PAYMENT PROCEDURES

The Vendor will prepare an itemized invoice with attached documentation for each service rendered including the purchase order number, date and time of service. Emergency calls under this network will be included on the itemized invoices submitted to the County Department.

QUALIFICATIONS

The Vendor must have the following qualifications but not limited to the following:

A. Be regularly engaged in the sign language interpreting business.

B. Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill the services required in a timely manner.

C. Have available certified interpreters with the minimum of two (2) years experience in sign language interpretation for the hearing impaired.

D. Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County

Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or Vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, January 28, 2009 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, January 30, 2009 BY 5:00 P.M.**

EXHIBIT "B"

BID PAGE

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "B"

Hidalgo County

"Sign Language Interpreting Services"
RFB: 2009-024-02-04-SMA
Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES- (Scheduled at least 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

EXTENDED SERVICE HOURLY RATES: Monday through Friday and Weekends (Between 6:00pm and 8:00am.)

Non-courtroom Interpreting Assignments $_____ hourly rate

Courtroom Interpreting Assignments $_____hourly rate

EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing)
Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

BIDDER/COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE No: _____ FAX No: _____

E-MAIL ADDRESS: _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Request for Bids
Hidalgo County

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTORS ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN. AGGR. LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

~~will be acquired within 10 working days after notification from Purchasing Department of bid~~ awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

VENDORS APPLICATION & W-9 FORM

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 . Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ . . . . . ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"

Hidalgo County

"Sign Language Interpreting Services"

RFB: 2009-024-02-04-SMA

Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES- (Scheduled at least 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $ 99.75 hourly rate

Courtroom Interpreting Assignments $ 99.75 hourly rate

BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $ 149.25 hourly rate

Courtroom Interpreting Assignments $ 149.25 hourly rate

EXTENDED SERVICE HOURLY RATES: Monday through Friday and Weekends (Between 6:00pm and 8:00am.)

Non-courtroom Interpreting Assignments $ 149.25 hourly rate

Courtroom Interpreting Assignments $ 149.25 hourly rate

EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing)
Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.

Non-courtroom Interpreting Assignments $ 199.25 hourly rate

Courtroom Interpreting Assignments $ 199.25 hourly rate

BIDDER/COMPANY NAME GENEVA WORLDWIDE, INC

ADDRESS: 261 West 35th Street, Suite 700

CITY/STATE/ZIP CODE: New York, NY 10001

PHONE No: 212-255-8400, x111 FAX No: 212-255-8409

E-MAIL ADDRESS: cbuckstein@genevaworldwide.com

CELLULAR No.: 917-709-9121

PRINTED NAME: Craig Buckstein

AUTHORIZED SIGNATURE:

TITLE: Chief Operating Officer DATE: February 2, 2009

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-024A-03-24

THIS CONTRACT is made and entered into this **24th** day of **March, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Gloria Flores dba Gloria Flores Interpreting Services,** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to advertised notices for bids for **Sign Language Interpreting Services on a (AS NEEDED BASIS)for Non-Courtroom Interpreting** for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **April 1, 2009** and ending on **March 31, 2010** and may be extended at the sole discretion of County for an additional two (2) years period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Gloria Flores DBA** **Gloria Flores Interpreting Services** **PO Box 4056** **Mission, Texas 78572**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Gloria Flores DBA Gloria Flores Interpreting Services

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
By: Steve L. Crain

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 20, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids- -**"SIGN LANGUAGE INTERPRETING SERVICES"**
Bid No: 2009-024-02-04-SMA

Dear Respondent:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"Sign Language Interpreting Services"
Bid No: 2009-024-02-04-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __6__pages.**
4. **Exhibit "B" Bid Page, consisting of__2__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __5__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__ pages.**
7. **Vendor/Bidder Application and W-9 form consisting of __7__ pages.**
8. **Certification Regarding Debarment, consisting of__2__ pages.**
9. **Draft Service Contract, consisting of __6__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

January 20, 2009
Date

Bid No: 2009-024-02-04-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"Sign Language Interpreting Services"

BID OPENING DATE:
February 04, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-SIGN LANGUAGE INTERPRETING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-024-02-04-SMA-HIDALGO COUNTY-SIGN LANGUAGE INTERPRETING SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2009-024-02-04-SMA-HIDALGO COUNTY-"SIGN LANGUAGE INTERPRETING SERVICES"

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY– SIGN LANGUAGE INTERPRETING SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**February 04,2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of

the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. 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.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder 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.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Sign Language Interpreting Services"
BID NO.: 2009-024-02-04-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "A"

HIDALGO COUNTY

"Sign Language Interpreting Services"
RFB: 2009-024-02-04-SMA

SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Vendor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

SPECIFICATIONS/REQUIREMENTS:

1. Vendor shall maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.
2. Vendor must maintain such records as may be required by the specialized needs of the various County departments requiring the services.
3. Vendor shall provide certified interpreting services to the County relating to matters, including but not limited to:

    A. Court related
    B. Law enforcement related matters
    C. Health and mental health clinic visits
    D. Social services needs
    E. Engineering/technical meetings/workshops
    F. Staff meetings
    G. Public meetings
    H. Probation Related Matters

5. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.
6. Vendor must maintain adequate interpreting resources to cover all assignments made with advance notice. Vendor must provide the County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract
7. Vendor must maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.
8. Vendor must guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. Vendor must maintain a detailed record regarding each assignment placed against the contract.
10. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.
11. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a like period of services for the County at no charge.
12. If Vendor fails to honor scheduled assignments this may result in contract termination.
13. If in any event, a department requires more than two hours of interpreting services, Vendor

must provide a second interpreter as a back up and relief.

14. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the service. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the bid page (Exhibit B) form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department

INTERPRETING SERVICES:

Business Service Requests: It is understood and agreed that here are 2 categories for Business ~~hour request, which includes *Business Hour Requests with at least 24 hour notice*,~~ and *Business Hour Requests with 2 to 23 hours and 59 minutes in advance*. It is understood and agreed that the County will pay the higher business hour rate when notice is given 2 to 23 hours and 59 min. in advance.

Extended Service Requests: An extended service hour is any scheduled interpreting situations which begins after 6:00 p.m. and before 8:00 a.m., Monday through Friday and Weekends. Weekend interpreting services is any scheduled interpreting situation which occurs anytime on Saturday or Sunday.

Emergency/Holidays:

- When an emergency situation arises, the department staff or designated representative will call the Vendor=s emergency telephone number, and request the emergency services of a certified on-call interpreter.
- The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
- Emergency interpreting service situations within proceedings of state agencies, courts, and political subdivisions are defined as essential situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night.
- Holiday Interpreting service situations are defined as applying to any Federal, or County observed holiday.

When making requests (phone, e-mail or fax) authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

STAFFING/INTERPRETERS AVAILABLE

The Vendor shall provide with its bid response:

A. Type(s) of certification held by the interpreters
B. Number of CERTIFIED interpreters available.
C. The extent of training and evaluation of interpreters provided by the Vendor
D. Names of primary certified interpreters who will be providing the services

E. A discussion on the Vendor=s quality control program and how vendor will work with the County's Representatives on procedures reviews of interpreting program.

REFERENCES:

Provide references where similar services have been provided by the firm.

BID PRICES:

Prices shall remain firm for the period of the contract. Bidder must include any and all cost in the hourly rate price entered in Exhibit "B" Bid Page.

TERM OF CONTRACT:

A. The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

B. 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 new contract term.

C. If, during the life of the contract, the successful bidder prices generally available for items awarded are reduced or below the contract price, it is understood and agreed that the benefits of such reduction be extended to the County.

METHOD OF AWARD:

Award, if any, will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified in Exhibit "B"(Bid Page) and meeting all the requirements/and or specifications.

PAYMENT PROCEDURES

The Vendor will prepare an itemized invoice with attached documentation for each service rendered including the purchase order number, date and time of service. Emergency calls under this network will be included on the itemized invoices submitted to the County Department.

QUALIFICATIONS

The Vendor must have the following qualifications but not limited to the following:

A. Be regularly engaged in the sign language interpreting business.

B. Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill the services required in a timely manner.

C. Have available certified interpreters with the minimum of two (2) years experience in sign language interpretation for the hearing impaired.

D. Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County

Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or Vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, January 28, 2009 BY 5:00 P.M. ~~Responses will be sent to all applicants via facsimile or e-mail by no later than~~ **FRIDAY, January 30, 2009 BY 5:00 P.M.**

EXHIBIT "B"

BID PAGE

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "B"

Hidalgo County

"Sign Language Interpreting Services"

RFB: 2009-024-02-04-SMA

Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES- (Scheduled at least 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

EXTENDED SERVICE HOURLY RATES: Monday through Friday and Weekends (Between 6:00pm and 8:00am.)

Non-courtroom Interpreting Assignments $_____ hourly rate

Courtroom Interpreting Assignments $_____hourly rate

EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing)
Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

BIDDER/COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE No: _____ FAX No: _____

E-MAIL ADDRESS: _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Request for Bids
Hidalgo County

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR OWNER'S & CONT PROT PRODUCTS-COMP/OP AGG ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ STATU- ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CANCELLED

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

~~will be acquired within 10 working days after notification from Purchasing Department of bid~~ awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

VENDORS APPLICATION & W-9 FORM

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"

Hidalgo County

"Sign Language Interpreting Services"
RFB: 2009-024-02-04-SMA
Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES- (Scheduled at least 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $ 50.00 TX hourly rate minimum 2 hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $ 65.00 XX hourly rate minimum 2 hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

EXTENDED SERVICE HOURLY RATES: Monday through Friday and Weekends (Between 6:00pm and 8:00am,)

Non-courtroom Interpreting Assignments $ 65.00 XX hourly rate minimum 2 hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing)
Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.

Non-courtroom Interpreting Assignments $ 75.00 XX hourly rate minimum 2 hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

BIDDER/COMPANY NAME: Gloria Flores Interpreting Services.

ADDRESS: P.O. Box 4056

CITY STATE ZIP CODE: Mission, Tx

PHONE No: 735 3973 FAX No:

E-MAIL ADDRESS: gflores4j@yahoo.com

CELLULAR No.: 735 3973

PRINTED NAME: Gloria Flores

AUTHORIZED SIGNATURE:

TITLE: Interpreter for Deaf DATE: 02-09-09

EXHIBIT "C"

CERTIFICATE OF INSURANCE

AI-14599 **21.A.8.**

Security Services for Parking Lots Owned by Hidalgo County
CC REGULAR

Date:	03/24/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to exercise the ninety (90) day grace period extension (as provided in contract C-06-137-04-11) for "Security Services for Parking Lots", under the same rates, terms and conditions with Valley Metro Security, LLC. with an effective date of 04/11/09 -07/10/09 so as to have no lapse in service while the procurement process is completed inasmuch as it is in the County's best interest to do so.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-350

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 03-20-09 $1,000.00

Projected expense at lowest pay rate exceeds the current available balance. Additional funding will be needed.

Attachments

Link: 2006 CONTRACT

Link: Revised- Ext. letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 03:51 PM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 07:18 AM	APRV
3	Veronica Lopez	Veronica Lopez	03/20/2009 09:06 AM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Olga Montero

Started On: 03/17/2009 01:24 PM

Final Approval Date: 03/20/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-137-04-11

THIS CONTRACT is made and entered into this 11th day of **April , 2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VALLEY METRO SECURITY, L.L.C.,** (A Texas Limited Liability Company) ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Parking Lot(s) Security Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within Edinburg and McAllen, Texas for the County Of Hidalgo. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Chief Of Security, Hidalgo County Office Of Budget Management and Hidalgo County Purchasing Department** or designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **APRIL 11, 2006** and ending on **APRIL 10, 2007** and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Valley Metro Security Service L.L.C.**
12513 Bail Bond Drive
Edinburg, Texas 78541

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 15th day of May, 2006.

Approved by Commissioners' Court on 4-11-06

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

COMPANY: Valley Metro Security Service L.L.C.

By: _____

Printed Name: FRANCISCO J GUERRERO

Title: GENERAL MANAGER

Approved by Commissioners' Court on April 11, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID

PARKING LOTS SECURITY SERVICES
RFB NO: 2006-137-04-10

COUNTY OF HIDALGO
REQUEST FOR BID
"PARKING LOTS SECURITY SERVICES"
RFB NO: 2006-137-04-10

OVERVIEW:

The County of Hidalgo is seeking to engage Security Services to furnish ***Security Services*** for RFB-PARKING LOTS SECURITY SERVICES PROJECT. Services will be required on ***Monday's Only from 7:00 A.M. to 7:00 P.M.*** .

There will be a ***"Pre-Bid Meeting"*** scheduled for **Monday, April 3, 2006, at 10:00 A.M.**, at Hidalgo County Purchasing Department, located at 100 East Cano, 4th Floor, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Monday, April 10, 2006. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2006-137-04-10
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder'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.

E. CTRONIC TRANSMISSION OF B.)

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 Bid (RFB) 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 proposers 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.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

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.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

DERSTANDING OF THE PROJEC

To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only .

BIDDER'S REQUIREMENTS

a) A minimum of ***Seven (7)*** Security Officers will be needed to provide security services at the direction of Hidalgo County for our several parking lots involved in this project. Services will be for Mondays only from 7:00 A.M. to 7:00 P.M.

b) Contractor shall be responsible for providing its own marked patrol vehicles which must be equipped for 2-way radio contact with provider's dispatch offices and local law enforcement agencies, and must be equipped with adequate first aid and safety equipment.

c) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

d) Locations and directions will be provided and directed by Hidalgo County upon award.

e) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

f) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

g) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL

Proof of any certifications, licenses, permits registrations required by federal, state and local statue regulations and all required current insurances applicable to project

SECURITY OFFICERS

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend 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.

NU. BER OF COPIES TO BE SUBMITTED

Hidalgo County requires **one (1) original submittal and three (3) copies.**

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis.

SELECTION PROCEDURES

The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE

Bids submitted must be on a **"PER HOURLY RATE PER DAY".**

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.

BIDS SUBMITTED TO: An original and three 0 copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Monday, April 10, 2006.**

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Ability to meet all requirements of the bid.
3. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B"

PAYMENT SCHEDULE

HIDALGO COUNTY
PARKING LOTS SECURITY SERVICES"
RFB NO: 2006-137-04-10

BID PAGE

1. Unarmed Security $8.75p/hr
2. Armed Security $9.15p/hr
3. Security w/Patrol Unit $10.25p/hr

PER HOURLY RATE FEE PER DAY: $

INSURANCE CERTIFICATES INCLUDED: **YES** ☒ **NO** ☐

BIDDER'S INFORMATION

BIDDER'S NAME: Valley Metro Security

ADDRESS: 12513 Bail Bond Dr.

CITY/STATE/ZIP CODE: Edinburg, TX 78541

CELLULAR & PAGER NUMBERS: (956) 287-7600

FAX NUMBER: (956) 287-7605

AUTHORIZED SIGNATURE:

PRINTED NAME: General Manager Francisco J. Guerrero

TITLE: 04/04/06

DATE: 4/4/06

VALLEY METRO SECURITY, L.L.C. FRANK GUERRERO

EXHIBIT "C"

INSURANCE REQUIREMENTS

FAX

VALLEY METRO SECURITY
SECURITY & INVESTIGATIONS

To: Purchasing Dept.	From: V.M. Security
Attention: Vangie	Date: 5/01/06
Fax Number: 318-2629	Business Phone: 956-287-7600
Phone Number: 318-2626	Business Fax: 956-287-7605

Total Pages: ____

COMMENTS:

IF ANY OF THESE PAGES ARE UNREADABLE, PLEASE DO NOT HESITATE TO CALL.

"Committed To Bringing You Superior Service"

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 05/01/2006

PRODUCER
Connelly & Bartnesky Insurance
1209 E. Harrison
P.O. Box 2839
Harlingen TX 78550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: SCOTTSDALE INSURANCE COMPANY

INSURER B: AIG LIFE INSURANCE COMPANY

INSURER C: ALLSTATE INSURANCE

INSURER D:

INSURER E:

INSURED
VALLEY METRO SECURITY,LLC
P.O. BOX 743
PHARR,TEXAS 78577

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS in 1000's	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CLS114889	07/27/2005	07/27/2006	EACH OCCURENCE	$ 1,000,000
					FIRE DAMANGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	INCLUDED
						$
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	938343288 09/25	03/25/2006	09/25/2006	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
					BODILY INJURY (Per person)	$ 1,000,000
					BODILY INJURY (Per accident)	$ 1,000,000
					PROPERTY DAMAGE (Per accident)	$ 1,000,000
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $10,000	CLA010679	04/14/2006	04/14/2007	EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	ASBA-58049	07/09/2005	07/09/2006	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE-EA EMPLOYEE	$ 100,000
					E.L. DISEASE-POLICY LIMIT	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICAT HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERARL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "HIDALGO COUNTY"

CERTIFICATE HOLDER | ADDITIONAL INSURED: INSURER LETTER: ____

Hidalgo County
100 E. Cano
Edinburg, Texas 78539

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Texas Department of Public Safety

The Texas Private Security Board certifies that:

VALLEY METRO SECURITY, L.L.C.

C10600

Is Duly Licensed as

Investigations / Security Contractor

Guard Company

VALLEY METRO SECURITY, L.L.C. FRANK GUERRERO

Under the provisions of Chapter 1702 Texas Occupations Code, as amended

This License

EXPIRES: 7/31/2006

Director, Tx Dept. of Public Safety

PSB-47(1/04)

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Building & Procurement Commission (TBPC), hereby certifies that

VALLEY METRO SECURITY, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 02-MAY-2003, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the busjness' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul A. Gibson
HUB Certification & Compliance Supervisor
Texas Building & Procurement Commission
(512) 305-9071

Certificate/VID Number:	1742997571100
File/Vendor Number:	06786
Approval Date:	20-NOV-2001
Expiration Date:	20-NOV-2005

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.tbpc.state.tx.us) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

01-300
(Rev.1-03/15)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

ave a valid resale/exemption certificate on file.

ownership, location, or business location name

VA

VALL

12513 BAIL BONI

EDINBURG

AICS COD

mmercial Car

THIS

ONE

OCATION NAME, and PHYSICAL LOCATION

TX 78541-5111

Type of permit
SALES AND USE TAX

Taxpayer number
1-74-2997571-1

Outlet number
00002

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600. If you are calling from a Telecommunications Device for the Deaf (TDD), the toll free number is 1-800-248-4099, or in Austin, 512/463-4621.

VALLEY METRO
FRANK GUERRERO
SECURITY, L.L.C.

c) Requesting approval of the final plans and specifications for the exterior and interior renovations/remodeling and/or repairs of the Kmart Building (which includes the addition of a total building support generator-natural gas) with authority to proceed with advertising for bids;
d) Projected time lines for bids of all exterior and/or interior repairs/remodeling and renovations;
   i) Requesting approval of Change Order No. 1 in connection with "Asbestos Abatement and Demolition of Hidalgo County Offices Property Formally Known as The K-Mart Building, " to amend the start date from December 14, 2005 to January 6, 2006 and to extend the substantial completion date from February 15, 2006 to March 30, 2006 for Bio-Tech Solution, Inc. as recommended by project architect, ROFA Architects and with authority for County Judge to execute document;
e) Other related items;

5. Presentation for discussion, consideration and action including, but not limited to, the following items in connection with the construction of a new facility to house the Hidalgo County Adult Probation Dept.:
   a) General status report by project architect (when necessary) or purchasing department;
   b) Other Related Items;
6. Presentation for discussion, consideration and action including, but not limited to, the following items in connection with the construction of the new Hon. Mario E. Ramirez, Jr. Juvenile Detention Facility:
   a) General status report by project architect (when necessary) or purchasing department;
   b) Status of pending payment requests;
   c) Other related issues;
7. Presentation for discussion, consideration and action including, but not limited to, the following items in connection with the Relocation of Jury Impanelment from the Edinburg City Auditorium to Hidalgo County Courthouse:
   a) Report of Jury Impanelment Relocation Plan/Project to the Hidalgo County Courthouse Auditorium;
   b) Report of results of Bus and/or Shuttle Services as a result of Notice to applicable Hidalgo County Elected Officials, Department Heads and/or Program Directors in connection with relocation of parking areas for affected County staff;
   c) Approval of the contract with Valley Transit (VTC) for "Bus and/or Shuttle Transportation Services" awarded by Commissioners Court on 3-28-06 with authority to execute document;
   d) Award of bid and approval of contract (subject to legal review) to the bidder meeting all specifications and requirements for: Parking Lot(s) Security Services for Hidalgo County.
   e) Report on committee meeting(s) in connection with parking Relocation Project;
   f) Approval to reconfigure and reassign approximately ninety (90) parking spaces currently ASSIGNED (and secured by Sheriff's Office) at the North and West areas of the Courthouse;

HIDALGO COUNTY
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

Date: April 4, 2006
Meeting Date Request: April 11, 2006
Deadline for Action: A.S.A.P.
Contact Person: Martha L. Salazar
Department: Hidalgo County Purchasing Dept. for Hidalgo County
Phone: (956) 318-2626
Fax: (956) 318-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L Salazar 17a7d

Caption:

Presentation for discussion, consideration and action including, but not limited to, the following items in connection with the Relocation of Jury Impanelment from the Edinburg City Auditorium to the Hidalgo County Courthouse:

1) Report of Jury Impanelment Relocation Plan/Project to the Hidalgo County Courthouse Auditorium;
2) Report of results of Bus and/or Shuttle Services as a result of Notice to applicable Hidalgo County Elected Officials, Department Heads and/or Program Directors in connection with relocation of parking areas for affected County staff;
3) Approval of the contract with Valley Transit (VTC) for "Bus and/or Shuttle Transportation Services" awarded by Commissioners Court on 3-28-06 with authority to execute document;
4) Award of bid and approval of contract (subject to legal review) to the bidder meeting all specifications and requirements for: Parking Lot(s) Security Services for Hidalgo County;
5) Report on committee meeting(s) in connection with Parking Relocation Project;
6) Approval to reconfigure and reassign approximately ninety (90) parking spaces currently ASSIGNED (and secured by the Sheriff's Office) at the North and West areas of the Courthouse;
7) Requesting authority to advertise a "project specific" Request for Qualifications for Architectural and/or Engineering Services for the construction of a multi-purpose parking structure (with possible office space) to be erected at the Hidalgo County Courthouse Square Parking Lot;
8) Requesting acceptance and approval of plans and specifications (as developed and drafted by project architect George A. Garcia, from the firm of Alcoser Garica Associates Design Consultants and reviewed for approval by Hidalgo County Sheriff's Office) for the construction of a: "Sally Port Compound with Back-up Power (Generator)" to be located on the east side of the Courthouse and enclose and secure the entry to the basement holding cells area including authority to advertise the project;
9) Other related issues;

Background:

Please initial for approval:

_____ Legal Counsel
_____ Auditor
_____ Budget
N/A Human Resources
mls Purchasing

Dept./Fund No._____ Account Code: _____
Amt. Expended: $_____
Funds/Staffing Budgeted: Yes: X No: _____
Impact on Future _____ Yes: ___ No: ___

Purchasing Dept. Staff submitting ARF: Martha L. Salazar **Ext. 292-7611**

C ıents:

Action taken by Commissioner's Court:

Approved ✓ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Voted _____

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: April 10, 2006 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB- Parking Lots Security Services

BID NO: 2006-137-04-10

BID # RFB#	NAME OF COMPANY	PRICE /PER HOUR	INSURANCE PROVIDED
#1	Valley Metro Security	$8.75/Hr.-Unarmed Security $9.15/Hr.-Armed Security $10.25/Hr.-W/Patrol Unit	Yes
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

PURCHASING DEPARTMENT
County Of Hidalgo

March 18, 2009

Mr. Frank Guerrero, General Manager
12513 Bail Bond Dr.
Edinburg, Texas 78542

Re: Renewal/Extension-C-06-137-04-11
Parking Lot(s) Security Services

Dear Mr. Guerrero:

Hidalgo County Commissioners' Court will be requesting permission at the regular meeting on, Tuesday, March 24, 2009 to exercise the option to extend the contract for ninety (90) days grace period as provided in the above-referenced contract for: "Hidalgo County - Parking Lot(s) Security Services", under the same rates, terms and conditions. Renewal/Extension date effective as of April 11, 2009 and terminating on July 10, ~~2010~~. 2009. OTM 3/20/09

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, March 19, 2009, 10:00 A.M., (or sooner if possible), via facsimile to (956) 956-318-2629 attn: Olga T. Montero, Buyer II and/or by email: olga.montero@co.hidalgo.tx.us should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Signature & Date

By: Francisco J Guerrero Print Name

Sincerely,

Olga T. Montero

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

xc: file

AI-14590 **21.A.9.**

Bid award - Purchase of New Bulletproof Vest(s) (soft body armors)
CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending bid award and approval of contract to the bidder (Lone Star Uniforms, Inc.) meeting all the specifications and/or requirements as attached hereto for "Hidalgo County-Purchase of New Bulletproof Vests (soft body armors)" (Bid No. 2009-025 SMA)

BACKGROUND

1. Contract Document has been sent to legal counsel for review and approval as to form.
2. Recommended Vendor is "Lone Star Uniforms, Inc.

Vest(s) will be requested on an "As Needed Basis"
Contract from March 24 2009 thru March 23, 2011, with the County's option to extend/renew.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-611

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 3/20/09 $187,202.16

Attachments

Link: Recommedation Memo, Tabulation, Participation

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 11:21 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 02:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2009 01:53 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Sandra Montalvo — Started On: 03/17/2009 08:59 AM

Final Approval Date: 03/20/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

ATTN: Lt. Richard Ozuna
Juan Tapia, Procurement Specialist

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: March 11, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-025-03-11-SMA
HIDALGO COUNTY-"Purchase of New Bulletproof Vests (soft body armors)"

Attached you will find copies of four (4) bid responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandra.montalvo@co.hidalgo.tx.usby no later than Friday, March 20, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 31, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Lone Star Uniforms	Meets All Specifications
2.	
3.	

BUDGET ACCOUNT #: 9-1100-421-00-280-001-0-611

Authorized Signature — Printed Name: Richard Ozuna — Department: Hidalgo County SO. — Date: 3-13-09

Enclosures

HIDALGO COUNTY
"PURCHASE OF NEW BULLETPROOF VESTS (body armors)"
TABULATION SHEET
BID NO. 2009-025-03-11-SMA

DESCRIPTION BULLETPROOF VESTS		PROPOSED VENDORS							
		Miller Uniforms & Emblems Austin, Tx		GT Distributors, Inc. Austin, Tx		Lone Star Uniforms, Inc. Houston, Tx		BAE Systems	
		ADD'L COMPLETE CARRIER	VEST W/ CARRIER	ADD'L COMPLETE CARRIER	VEST W/ CARRIER	ADD'L COMPLETE CARRIER	VEST W/CARRIER	ADD'L COMPLETE CARRIER	VEST W/CARRIER
LEVEL II OPTION- A	SM to XL	$100.00	$514.00	$79.95	$561.25	$80.00	$474.00	No bid prices	
	2XL to 6 XL	$100.00	$514.00	$79.95	$561.25	$80.00	$474.00		
LEVEL II OPTION-B	SM to XL	$108.00	$618.00	$82.67	$601.88	$88.00	$579.00		
	2XL to 6 XL	$108.00	$618.00	$82.67	$601.88	$88.00	$579.00		
LEVEL IIIA OPTION-A	SM to XL	$100.00	$557.00	$79.95	$623.75	$80.00	$517.00		
	2XL to 6 XL	$100.00	$557.00	$79.95	$623.75	$80.00	$517.00		
LEVEL IIIA OPTION-B	SM to XL	$108.00	$671.00	$82.67	$658.13	$88.00	$631.00		
	2XL to 6 XL	$108.00	$671.00	$82.67	$658.13	$88.00	$631.00		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFB-RFP-RFQ-RFO-RFI

BID OPENING DATE: March 11, 2009 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- "Purchase of New Bulletproof Vests(Soft Body Armors)"
BID NO: 2009-025-03-11-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE NO & EMAIL ADDRESS
1) **Lone Star Uniforms, Inc.** **Attn: David Mitrani**	BLM	Sandra Montalvo	02/23/09	8430 N. Sam Houston Parkway W. Houston, Tx 77064 832-237-8000 ext. 1374 713-502-6742 cell 832-237-8008 fax david@lonestaruniforms.com
2) **Tactical Gear Now, Inc.** **Attn: Lisa Bray or Kirk Rovinsky**	BLM	Sandra Montalvo	02/23/09	401 South Sherman, Suite 215 Richardson, Tx 75081 800-282-3327 972-960-9394 214-351-9606 (fax) lisa@tacticalgearnow.com kirk@tacticalgearnow.com
3) **Nardis, Inc.** **Attn: Jack Thurmon or Rene Martinez**	BLM	Sandra Montalvo	02/23/09	500 E Main St Kilgore, TX 75662 903-984-8900 903-984-8982 fax renem@nardisinc.com jjt@nardisinc.com
4) **Miller Uniforms & Emblems, Inc** **Attn: Robert A Miller**	BLM	Sandra Montalvo	02/23/09	650 Canion St. Austin, Tx 78752 512-302-5541 512-302-5516 fax bobmiller@milleruniforms.com gareyjackson@milleruniforms.com
5) **G T Distributors** **Attn: Chyrlynne Crockett**	BLM	Sandra Montalvo	02/23/09	PO Box 16080 Austin, TX 78761 Ph: 512-691-5856 Fax: 512-453-6149 txbids@gtdist.com www.gtdist.com
6) **Central Lake Armor Express** **Attn: Cindy Visnaw**	EMR	Sandra Montalvo	02/23/09	**P.O. Box 516** **Central Lake, MI 49622** **231-544-6090 ext 326** **Fax 231-544-6734** **cvisnaw@armorexpress.com**
7) **Lawmen's & Shooters' Supply, Inc.** **Attn: Gail Walker-Keen**	EMR	Sandra Montalvo	02/24/09	7750 9TH Street SW Vero Beach, FL 32968 772-569-8700 ext 218 772-569-2955 fax gail@lawmens.net
8) **Antonio Gonzalez**	TR	Sandra Montalvo	03/02/09	956-789-8081 cell Gonzalez217@yahoo.com
9) Centilla Corporation Attn: Robert Centilla	EMR	Sandra Montalvo	03/03/09	37 Industrial Drive Exeter, NH 03833 603-658-3881 phone 603-658-3882 fax Robert@centilla.net
10) U.S. Armor Corporation Attn: Maggie Solis	EMR	Sandra Montalvo	03/05/09	16433 VALLEY VIEW AVENUE CERRITOS, CA 90703 562-207-4240 phone Maggie@usarmor.com

11) Protective Products International Attn: Debbi Barnes	EMR	Sandra Montalvo	03/05/09	1649 NW 136th Ave. Sunrise, FL 33323 954-846-8222 office 954-846-0555 fax dbarnes@body-armor.com www.body-armor.com
12) Integrity Group Attn: Monica Bell	EMR	Sandra Montalvo	03/06/09	55 Chapman Oak Dr. Newnan, GA 30265 404-391-1327 office Monicabell08@comcast.net
13) RBR Tactical Armor, Inc Attn: Lee Sisson	EMR	Sandra Montalvo	03/05/09	800-672-7667 804-822-5070 phone 804-726-6028 fax lee@rbrtactical.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-09-025-03-24

THIS AGREEMENT (the "Agreement") is entered into effective as of the **24th** day of **March, 2009** by and between **Lone Star Uniforms, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Purchase of New Bulletproof Vests (Soft Body Armor)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's option to extend/renew for an additional one (1) year term.** This Contract shall commence on **March 24, 2009** and expire on **March 23, 2011** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

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

d. **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.

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Lone Stare Uniforms, Inc.
Attn: Corine Fox, President
P. O. Box 692348
Houston, Texas 77269-2348

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Lone Star Uniforms, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

Antonio Mendoza

By: Antonio Mendoza , Asst. District Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

_____

_____

_____

Re: HIDALGO COUNTY
Request for Bids -"Purchase of New Bulletproof Vests (Soft Body Armors)"
Bid No.: 2009-025-03-11-SMA

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY
"PURCHASE OF NEW BULLET PROOF VESTS (SOFT BODY ARMORS)"
BID NO: 2009-025-03-11-SMA

1. Request For Bid Letter, consists of __1__ page.
2. Request for Bid, Legal Notice, consisting of__8__ pages.
3. Exhibit "A" Specifications, consisting of__23__ pages.
4. Exhibit "B"Bid Page, consisting of__2__ pages.
5. Exhibit "C" Insurance Requirements, consisting of __5__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of__2__ pages.
7. Vendor/Bidder Application and W-9 form, consisting of__7__ pages.
8. Certification Regarding Debarment, consisting of __2__ pages.
9. Draft Requirements Agreement, consisting of __5__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

February 23, ,2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-025-03-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"

BID OPENING DATE:
March 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-025-03-11-SMA- HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, March 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-025-03-11-SMA-HIDALGO COUNTY-PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY–PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"**
   Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR
2802 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

17. SCHEDULE OF EVENTS

Pre-Bid Conference, 10:00 AM	**March 2, 2009**
Bid Opening, 9:30 AM	**March 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order

following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. 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.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A.) Meet schedules;
    B.) Pay any required fees or taxes; or
    C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"
BID NO.: 2009-025-03-11-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS

"Purchase of New Bulletproof Vests (soft body armors)"

BID No. 2009-025-03-11-SMA

EXHIBIT "A"
HIDALGO COUNTY
"Purchase of New Bulletproof Vests" (soft body armors)
BID NO.: 2009-025-03-11-SMA
SPECIFICATIONS/REQUIREMENTS

LEVEL II AND IIIA BULLETPROOF VESTS (soft body armors)

INTRODUCTION:
Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the purchase of Bulletproof Vests (body armors) on an "As Needed Basis". The product specification details the style and quality of **concealable soft bulletproof vests (body armors)** intended for use by male or female members. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide resistance against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

LEVEL II VESTS
Option –A

1. **SCOPE**
The concealable body armor shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level II. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification.

Bids with multiple models, as alternates will be rejected.

2. **SILENCE OF SPECIFICATIONS**
Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. **PROTEST**
Any protest based on the selection and performance criteria of this specification will be disregarded.

4. **APPLICABLE DOCUMENTS**
The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.
   1. National Institute of Justice, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
   2. MIL-STD-662F, V50 Ballistic Test for Armor
   3. ASTM D 6193, Standard Practices for Stitches and Seams.
   4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. **PURCHASE REQUIREMENT**
The successful bidder must be a recognized wholesaler/retailer, who maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. **SPECIFIC QUANTITY**
Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the

accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. **DESIGN REQUIREMENTS**

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II.
2. High degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ STD. 0101.04 /NIJ 2005 Interim Requirements.

8. **GENERAL DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level II, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5"x8"/ 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System, in color.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction inserts.
7. Two (2) removable/replaceable shoulder straps.

9. **ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps
3. Two (2) removable/replaceable shoulder straps
4. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

10. **BALLISTIC PANEL MATERIALS**

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

11. **PANEL CONSTRUCTION**

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 12.6 oz. (.79 lbs.) per square foot for NIJ level II.

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ STD. 0101.04 / NIJ 2005 Interim Requirements test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 12.6 oz. (.79 lbs.) per square foot test sample.

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04/NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.04 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

*** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (equal or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In

addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (equal or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an Incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

19. MEASUREMENTS AND FITTING:

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar day of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
   a. Full product description.

b. Complete bid sample, male and female.
c. Drawings and/or photographs.
d. Technical specifications.

2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
   a. Incoming materials
   b. Lay-up configuration
   c. In-process configuration
   d. Testing verification
   e. Inspection of ballistic panel stitching
   f. Random final product inspection and continuous in-process surveillance
   g. Quality Assurance training and indoctrination
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level II
Concealable Armor

Ballistic Material	Aramid fabric Aramid UD Polyethylene UD
NIJ	Level II
Weight	12.6 Oz. / .79 lbs. Sq. Ft.
Thinness	.15 inches

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

LEVEL II VESTS
OPTION B

1. SCOPE
The concealable body armor shall meet the NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level II Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS
Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST
Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ-STD-0101.04, Ballistic Resistance of Police Body Armor/ NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS
The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY
Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS
The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an under garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ Standard 0101.04. / NIJ 2005

8. GENERAL DESIGN
The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and

constructed to provide (1) light and thin NIJ certified armor in Level II, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or blue only

1. Integral self suspending ballistic system (SSBS)
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of Woven Para-Aramid fabric. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufacturedfrom 100% first quality Woven Para-Aramid fabric

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 10.6 oz. (.66 lbs.) per square foot for NIJ level II. Sample weights are (+/- 5%).

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.04. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Test reports submitted by the bidder shall reflect the following minimum test results for an 10.6 oz. (.66 lbs.) per square foot test sample. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury.

	9mm	357 Mag
V50 (fps)	1664	1644
V50 (m/s)	507	501
BFS (mm)	32	39
BFS (in)	1.26	1.53

Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (same as or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted**. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (same as or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

19. MEASUREMENTS AND FITTING:

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measure ment when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
    a. Full product description.
    b. Complete bid sample, male and female.
    c. Drawings and/or photographs.
    d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
    a. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
    a. Incoming materials

b. Lay-up configuration
c. In-process configuration
d. Testing verification
e. Inspection of ballistic panel stitching
f. Random final product inspection and continuous in-process surveillance
g. Quality Assurance training and indoctrination

5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level II
Concealable Armor

Ballistic Material	Woven Aramid
NIJ	**Level** II
Weight	10.6 Oz. / .66 lbs. Sq. Ft. (+/- 5%)
Thinness	.18 inches (+/- 5%)

	9mm	357 Mag
V50 (fps)	1664	1644
V50 (m/s)	507	501
BFS (mm)	32	39
BFS (in)	1.26	1.53

LEVEL IIIA VESTS
OPTION A

1. **SCOPE**
The soft body armor system shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level IIIA. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification.
Bids with multiple models, as alternates will be rejected.

2. **SILENCE OF SPECIFICATIONS**

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. **PROTEST**
Any protest based on the selection and performance criteria of this specification will be disregarded.

4. **APPLICABLE DOCUMENTS**

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. **PURCHASE REQUIREMENTS**
The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. **SPECIFIC QUANTITY**
Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. **DESIGN REQUIREMENTS**
The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements.

8. **GENERAL DESIGN**
The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and mobility.

1. **CONCEALABLE DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction insert.
7. Two (2) removable/replaceable shoulder straps.

9. **ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps.
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
4. Two (2) removable/replaceable shoulder straps.

10. **BALLISTIC PANEL MATERIALS**

All materials shall be new, unused and without flaws that affect appearance, durability and function.
the ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

11. **PANEL CONSTRUCTION**

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 14.4oz. (.90 lbs.) per square foot for NIJ level IIIA. (+/- 5%)

12. **BALLISTIC PANEL PERFORMANCE**

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ STD. 0101.04 / NIJ 2005 Interim Requirements test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 14.4oz. (.90 lbs.) per square foot test sample. (+/- 5%). Bid submissions, which do not meet this requirement, will be rejected.

	9mm	44 Mag
V50 (fps)	1863	1643
V50 (m/s)	568	501
BFS (mm)	30	42
BFS (in)	1.18	1.65

13. **LABELING**

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.04 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. **BALLISTIC PANEL COVER MATERIAL**

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, The County is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered. Hidalgo County** will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. **VEST OUTER CARRIER MATERIAL**

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (same as or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (same as or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. **QUALITY CONTROL**

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F.
Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. **SERIAL NUMBERS**
Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. **LOT TESTING**
All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on a clay backing which meets the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

19. **MEASUREMENTS AND FITTING**:
Concealable Custom Measuring
Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. **FIT AND ALTERATION POLICY**
The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. **WARRANTIES:**

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. **PACKAGING**
All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. **DOCUMENTATION**
The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
    a. Full product description.
    b. Complete bid sample, male and female.
    c. Drawings and/or photographs.
    d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. A V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
    a. Incoming materials
    b. Lay-up configuration
    c. In-process configuration
    d. Testing verification

e. Inspection of ballistic panel stitching
f. Random final product inspection and continuous in-process surveillance
g. Quality Assurance training and indoctrination

5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level IIIA
Concealable /Tactical Armor System

Ballistic Material	Aramid fabric - Aramid UD Polyethylene UD
NIJ Level	IIIA
Weight	14.4 Oz. / .90 lbs. Sq. Ft. (+/- 5%)
Thinness.	190 inches

	9mm	44 Mag
V50 (fps)	1863	1643
V50 (m/s)	568	501
BFS (mm)	30	42
BFS (in)	1.18	1.65

LEVEL IIIA VESTS
OPTION B

1. SCOPE

The soft body armor system shall meet NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level IIIA. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ-STD-0101.04, Ballistic Resistance of Police Body Armor / NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ Standard 0101.04. / NIJ 2005

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and mobility.

1. **CONCEALABLE DESIGN**
   The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. **ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral self suspending ballistic system (SSBS).
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

10. **BALLISTIC PANEL MATERIALS**

All materials shall be new, unused and without flaws that affect appearance, durability and function.
The ballistic panels shall be constructed of a matrix of Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD.

11. **PANEL CONSTRUCTION**

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 14.0 oz. (.88 lbs.) per square foot for NIJ level IIIA. Sample weights are (+/- 5%).

12. **BALLISTIC PANEL PERFORMANCE**

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.04. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Test reports submitted by the bidder shall reflect the following minimum test results for a 14.0 oz. (.88 lbs.) per square foot test sample. Blunt trauma reduction is an important aspect of armor design. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design.

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

Special Threat Performance

In addition, each bidder shall submit V50 test reports for the vest being offered for the Special Threats listed below and shall reflect the following minimum test results.

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

Bid submissions, which do not meet these ballistic performance requirement, will be rejected.

13. **LABELING**

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. **BALLISTIC PANEL COVER MATERIAL**

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. **CONCEALABLE VEST OUTER CARRIER MATERIAL**

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit SFT™ micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against

the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. ***The outer-shell shall incorporate ThorShield™ technology to provide protection against TASER® devices and other similar types of Electro-Muscular Disruption (EMD) shock weapons. Outer shells that do not incorporate ThorShield™ technology will not be accepted.***

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

19. MEASUREMENTS AND FITTING:

Concealable Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.

County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods

22. **PACKAGING**

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. **DOCUMENTATION**

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
    a. Full product description.
    b. Complete bid sample, male and female.
    c. Drawings and/or photographs.
    d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
    a. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
    a. Incoming materials
    b. Lay-up configuration
    c. In-process configuration
    d. Testing verification
    e. Inspection of ballistic panel stitching
    f. Random final product inspection and continuous in-process surveillance
    g. Quality Assurance training and indoctrination
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level IIIA
Concealable/Tactical Armor System

Ballistic Material	Aramid UD - Woven Aramid - Polyethylene UD
NIJ Level	IIIA
Weight	14.0 Oz. / .88 lbs. Sq. Ft. (+/- 5%)
Thinness	.19 inches (+/- 5%)

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

Special Threats

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

1. TERMS,CONDITIONS and OTHER REQUIREMENTS:

1. TERM OF CONTRACT is for two (2) year period with County's option to extend the contract for an additional year under the same rates, terms and conditions.
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. Hidalgo County reserves the right to seek purchases for **"bulletproof vests (soft body armors)"**from state contracts whenever it is in the best interest to do so.

4. The insurance requirements for this project is general liability and automotive insurance workers compensation will be required if the bidder will be utilizing company owned delivery truck (s) for delivery. (Refer **to Exhibit "C" for limits).**

5. The contract for this project will be used by any Hidalgo County Law Enforcement.

6. All purchases of bulletproof vests (soft body armor) and additional complete washable Carrier System will be on "**an as needed basis**" only. There is **no guarantee** on purchasing volume. Selected Colors: tan, black or blue only

7. Hidalgo County reserves the right to purchase additional complete carriers systems on as needed basis for the replacement of worn or torn carriers. Selected Colors: tan, black or blue only

8. Awarded vendor will deliver the bulletproof vests (soft body armors) within thirty (30) to sixty (60) days from orders being placed.

9. The awarded vendor will have a representative made available to measure any and/or all participating county departments.

10. Bidder will make available a sample of the bulletproof vest (soft body armor) being proposed must be submitted at no charge to the county with the bid for review and inspection by the Hidalgo County. Arrangements will be made with the vendor to return all bulletproof vests (soft body armors) at no charge to the county.

11. All bid prices for items shall take into consideration shipping and handling costs (all extra charges), on bulletproof vests (soft body armors) and any other items mentioned in the specifications as part of the fixed item price.

12. Hidalgo County reserves the right to award to **MULTIPLE** vendors if the County determines it is in its best interest to do so.

13. Prices must be firm for the entire contract period and each consecutive contract period.

14. Any contract awarded to a successful bidder will be in effect until;
    A.) The contract expires
    B.) Delivery acceptance of products and/or performance of services ordered, or
    C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

15. Award the contract to the responsible bidder who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible bidders summit the lowest and best bid will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified.

16. PRE-BID CONFERENCE WILL BE HELD Monday, MARCH 02, 2009 @ 10:00 A.M. at HIDALGO COUNTY PURCHASING DEPARTMENT's conference room. We encourage all participating bidder(s) to attend.

2. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date

of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

3. **ADDITIONAL INFORMATION:**
Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 4, 2009, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **Friday, March 6, 2009, 5:00 P.M.**

EXHIBIT "B"

BID PAGE

Hidalgo County
REQUEST FOR BIDS
"Purchase of New Bulletproof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

HIDALGO COUNTY
"Purchase of New Bulletproof Vests (soft body armors)"
BID NO. 2009-025-03-11-SMA

BID PAGE

VESTS SIZES	LEVEL II				LEVEL IIIA			
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)	$	$	$	$	$	$	$	$
2XL TO 6XL (MEN)	$	$	$	$	$	$	$	$
SM TO XL (WOMEN)	$	$	$	$	$	$	$	$
2XL TO 6XL (WOMEN)	$	$	$	$	$	$	$	$

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES .

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____

TITLE:_____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Hidalgo County
Request for Bids
"Purchase of New Bullet proof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
Request for Bids
"Purchase of New Bulletproof Vests (soft body armors)"

BID No. 2009-025-03-11-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

VENDORS APPLICATION & W-9 FORM

Hidalgo County
Request for Bids
"Purchase of New Bulletproof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: _____ **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County
Request for Bids
"Purchase of New Bulletproof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"Purchase of New Bulletproof Vests (soft body armors)"
BID NO. 2009-025-03-11-SMA

BID PAGE

VESTS SIZES	Log Pro LEVEL II Vision				Log Pro LEVEL IIIA Vision			
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)	$ 474.00	$ 80.-	$ 579.00	$ 88.-	$ 517.-	$ 80.-	$ 631.-	$ 88.-
2XL TO 6XL (MEN)	$ 474.00	$ 80.-	$ 579.-	$ 88.-	$ 517.-	$ 80.-	$ 631.-	$ 88.-
SM TO XL (WOMEN)	$ 474.00	$ 80.-	$ 579.-	$ 88.-	$ 517.-	$ 80.-	$ 631.-	$ 88.-
2XL TO 6XL (WOMEN)	$ 474.00	$ 80.-	$ 579.-	$ 88.-	$ 517.-	$ 80.-	$ 631.-	$ 88.-

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES .

BIDDER/COMPANY NAME: LONESTAR UNIFORMS, INC.

ADDRESS: 8430 N. SAM HOUSTON PARKWAY W.

CITY/STATE/ZIP CODE: HOUSTON, TX 77064

AUTHORIZED SIGNATURE: Corine Fox

PRINT NAME: CORINE FOX

TITLE: PRESIDENT

Samples + Documentation SENT Seperately.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 3/3/2008

PRODUCER
GUEN FOSTER AGENCY
1842 SNAKE RIVER ROAD STE A
KATY, TX 77449
(281)206-2332

INSURED
LONE STAR UNIFORM, INC.
VERNON AND CORINE FOX
PO BOX 692304
HOUSTON,TX 77269

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A	SAFECO SELECT INSURANCE CO
INSURER B	HARTFORD INSURANCE CO
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR	01CE15808510-08	03/26/08	03/26/09	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$ 500,000
					MED EXP (Any one person)	$ 1,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	01CE15808510-08	03/26/08	03/26/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
					AGGREGATE	$
	DEDUCTIBLE					$
	RETENTION $					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	61WEQKU5485	03/26/08	03/26/09	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$500,000
					E.L. DISEASE - EA EMPLOYEE	$500,000
	OTHER				E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Highway Bus. 281
Edinburg TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Renee Gage

ACORD 25-S (7/97)

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AI-14258 **21.A.10.**

Proposal for Disaster Debris Hauler & Related Services Procurement

CC REGULAR

Date:	03/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action on the proposal submitted by Beck Disaster Recovery, Inc. (BDR) in connection with Emergency Planning and Training-Debris Contractor Procurement" services as permitted under the current agreement between Hidalgo County and BRD.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-350

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for this project is pending approval of AI #14679 in the amt. of $25,000.00.

Attachments

Link: BDR

Link: BRD Service Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/20/2009 09:25 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 12:25 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2009 01:08 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Marty Salazar — Started On: 02/25/2009 04:29 PM

Final Approval Date: 03/20/2009

February 26, 2009

Ms. Laura Lee Renteria-Moya
Hidalgo County Purchasing Department
2812 S Business 281
Edinburg, Texas 78539

Subject: **Best and Final Offer - Proposal for Disaster Debris Hauler Procurement**

Dear Ms. Renteria-Moya:

In accordance to your email dated February 25, 2009, Beck Disaster Recovery, Inc. (BDR) is submitting a best and final offer (BAFO) for the disaster debris hauler procurement proposal (Proposal) BDR submitted to Hidalgo County (County) dated October 21, 2008, attached as Exhibit A.

Typically, BDR's proposed fee schedules are valid for a period of 60 to 90 days from the date of the Proposal. BDR will provide the requested services for the County under the same rates extended in our original Proposal.

In addition, BDR shall comply with the terms and conditions from the County's Travel Policies, Guidelines, and Procedures Manual attached as Exhibit B.

We look forward to the opportunity to develop the County's disaster debris hauler procurement so that it can respond quickly and effectively to future debris generating events. If you have any questions or need additional information, please feel free to contact me at (321) 303-2543 or Betty Kamara at (407) 803-2551.

Sincerely,

BECK DISASTER RECOVERY, INC.

Jon Hoyle
Vice President

Cc: Ramon Vela, Hidalgo County Purchasing Department

EXHIBIT A

October 21, 2008

Ms. Laura Lee Renteria-Moya
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

Subject: Letter Proposal for Disaster Debris Hauler Procurement

Dear Ms. Renteria-Moya:

Per your request, the purpose of this proposed work order is for Beck Disaster Recovery, Inc. (BDR) to assist Hidalgo County, Texas (County) in the development of the scope of work and technical specifications for a Request for Proposal (RFP) to be utilized in procuring disaster debris removal services.

Task 1 – Issues Outline and Scoping Meeting

BDR will facilitate a scoping conference meeting with County staff, the H-GAC, and BDR to explore options available to the County as it relates to procuring a debris removal contract through the H-GACBuy program. During this meeting, BDR will facilitate discussions pertaining to strategy and discuss key elements of the RFP scope of work and technical specifications. In preparation for the meeting, BDR will develop an issues outline that includes recommended items for the specifications. Items included on the issues outline comprise: (1) term of the agreement (including extensions), (2) scope of work (ROW debris removal, leaners / hangers, emergency push services, fuel / generators, etc.), (3) number of contractors to be shortlisted or awarded, (4) evaluation process / ranking factors, and (5) identification of contractors to receive the complete RFP, etc. The issues outlined will be utilized during the scoping meeting in order to obtain feedback from the County on how the RFP scope of work and technical specifications should be structured and worded.

Following the meeting, BDR will update the issues outline within seven calendar days to document the decisions made during the scoping meeting and incorporate them with the County's standard terms and conditions for Solid Waste/Construction contracts.

Task 2 – Develop Request for Proposal Scope of Work and Technical Specifications

BDR will utilize the decisions made during Task 1 to develop the scope of work and technical specifications for an RFP document sufficient for the County to utilize in procuring disaster debris removal services. Following BDR's development of the first draft, BDR will schedule a conference call meeting with the County to review the County's comments on the draft RFP document. Within seven calendar days following the meeting, BDR will incorporate comments from the meeting into a second draft RFP

EXHIBIT A

document for review by the County. For the second draft, BDR will participate in another meeting via conference call with the County to obtain any final comments. Comments from the second draft meeting will be incorporated into the final RFP document within seven calendar days. All draft and final documents will be provided electronically to the County in MS Word format.

Optional Task 3 – Post-Release Services

As necessary, BDR is available to assist the County in responding to questions posed by prospective vendors after release of the RFP and prior to the due date for responses to the RFP. BDR will provide input to questions fielded by the County Purchasing office within one calendar work day of notification.

Upon receipt of proposals by the County, BDR is also available to provide assistance to the County Selection Committee tasked with evaluating proposals. Assistance will include review of hauler responses and evaluation of proposing contractors based on agreed upon selection criteria, including a comparison of proposers' rates. Upon receiving associated materials, BDR will provide feedback to the County within five calendar days.

Due to the inability to determine the exact level of effort required for Task 3 services, these services will be billed on a time and materials basis as requested. Services associated with this task shall be billed at the Project Manager rate ($175/hr), the Senior Consultant rate ($150/hr) and/or the Consultant Aide rate ($90/hr) in BDR's contract with the County, depending upon the level of expertise required. The Senior Consultant and Consultant Aide will analyze data that is collected and prepared by the Project Manager.

Proposed Timeframe

BDR proposes to complete all tasks within 120 calendar days of notice to proceed from the County. This timeframe takes into consideration the time needed for proposers to respond to the RFP and the County to review such responses. The table included below contains proposed response times, in calendar days, to specific deliverables associated with each task.

Task	BDR Response Time Following County Comment/Notice (in calendar days)
Task 1: Issues Outline and Scoping Meeting	
▪ Initial scoping meeting	7 days
▪ Revise issues outline	7 days
Task 2: Develop Request for Proposal Scope of Work and Technical Specifications	
▪ Development of first draft	14 days

EXHIBIT A

Task	BDR Response Time Following County Comment/Notice (in calendar days)
▪ Meeting to review first draft	14 days*
▪ Development of second draft	7 days
▪ Meeting to review second draft	7 days
▪ Development of final RFP scope and technical specifications	7 days
Optional Task 3: Post-Release Services	
▪ Response to County questions	1 day (per occurrence)
▪ Assistance in review of hauler responses and evaluation of proposing contractors	5 days

Cost Proposal

BDR proposes to execute Task 1 and Task 2 of the work order above for a fixed fee rate inclusive of reasonable and customary travel expenses for two BDR Consultants to travel to Hidalgo County. This travel will occur during Task 1 of the project to facilitate the scoping conference. Travel expenses include estimates for airfare, hotel, rental car and meals for one night and two days for two people. The fixed-fee cost for Tasks 1 and 2 is $16,480.

To the extent that the County desires BDR's services with post-release services (Task 3), BDR proposes to perform these services on a time and materials basis/ not to exceed amount of $8,480.

Beck Disaster Recovery is pleased to have the opportunity to continue working with Hidalgo County. We look forward to assisting the County with its disaster preparedness activities and are committed to being well prepared in the event we are called upon to assist the County with post-event activities. If you have any questions concerning this letter proposal, please contact me at (321) 303-2543 or via email, jhoyle@beckdr.com.

Sincerely,
BECK DISASTER RECOVERY

Jon Hoyle
Vice President

* Meeting may occur earlier than 14 days depending on availability of the County

HIDALGO COUNTY, TEXAS ACCOUNTING PROCEDURES MANUAL	Procedure: T.1 Page: 1 of 22 Date Authorized: 08/05/2008 Supersedes: 04/04/2006

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

REFERENCE

County Auditor's Form T-1 "Application for Out-of-State Official Travel"
County Auditor's Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"
County Auditor's Form T-3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T-4 "Final Travel Expense Claim."
County Auditor's Form T-5 "Out of County - Travel Advance Request"

AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

BACKGROUND

Local Government Code § 152.011 authorizes the Commissioners' Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners' Court approved the original policies, guidelines and procedures on June 1, 1996. On August 5, 2008, the Hidalgo County Commissioners' Court revised the travel policies, guidelines, and procedures that were previously amended on April 4, 2006. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book"). The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three tests, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees while on official business. The purpose of the trip must be for the County's benefit and/or be related to the department's primary business activities as follows:

    a. To obtain statutorily required continuing professional education;
    b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
    c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations;
    d. To participate in professional organizations related to the employee or official's job assignment;
    e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
    f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
    g. To participate in forums, coalitions, and discussions relating to the policy, legislative and regulatory interests of the County;
    h. To pursue the County's interests in litigation or criminal justice;
    i. To promote the economic development interests of the County; or
    j. To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditure is made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will be at the expense of the traveler.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

5. AUTHORIZATION FOR OUT-OF-STATE TRAVEL

   a. Out-of-state travel shall be kept to a minimum.

   b. The Department of Budget and Management (DBM) must approve all out-of-state travel before any reservations and/or travel are made (except for mandatory travel such as transportation of detainees and investigations). **Form T-1 "Application for Out-Of-State Official Travel"** must be submitted to the DBM in order to justify the need to travel out-of-state.

   c. The County is not obligated to pay for travel if prior approval from the Department of Budget and Management is not obtained.

6. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - The County Auditor's Office may pay registration fees, hotel, and airline reservations directly to vendors. The request for payment must be received with sufficient time for the check to be processed by the County Auditor's Office - Accounts Payable Section (at least two weeks prior to the date the check will be needed).

   b. Department's Travel Card - If request for payment is not received within the time specified above, the Purchasing Department should be contacted in order to request that payment be made through the Department's travel card (see Travel Card procedures).

   c. Traveler's Personal Credit Cards and/or Cash - Travel expenses incurred by employees and officials while conducting County business may be paid through personal credit cards and/or cash. The employee or official will be reimbursed by the County for reasonable and allowable expenses in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

   d. Travel Advance - The employee or official may also receive a travel advance subject to certain restrictions (see Section 16).

7. COORDINATION OF TRAVEL

   a. "Coordination of travel" in this Section means County employees traveling together in a personally owned vehicle, County vehicle, or leased motor vehicle.

b. Coordination of travel is required when two, three, or four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business. If more than four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, reimbursement will only be made to the driver of the personally owned vehicle (mileage) or leased motor vehicle (fuel charges). Mileage incurred by a County employee to meet at a location or to pick up other County employees may be reimbursed. This mileage must be reasonable and documented in detail (see Section 9).

d. Coordination of travel, however, is not required if the County Official determines before travel that coordination of travel is not feasible. That determination may be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, the reimbursement will only be made to one of the travelers.

8. AIR TRAVEL

a. The most economical airfare should be obtained (only coach fare will be allowed). If travel more expensive than coach fare is obtained, the fare must be paid with the traveler's funds and the difference between the coach fare and the fare obtained will not be reimbursed to the traveler. Refundable fares should be considered if possibility of a trip cancellation exists. Commercial airlines are normally the most economical mode of transportation for out-of-state travel. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Airline tickets purchased with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures) and be related to travel expenses for County employees.

c. Package fares (Friends Fly Free, etc.) are encouraged when two or more County Officials or employees are traveling to and from the same location and overall cost can be reduced.

d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare.

e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.

c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County – Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim"**.

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.

i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office – Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.

b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).

b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.

c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

book car rentals for a vehicle size and type not allowed by this policy. If the traveler accepts insurance coverage for a car rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee that may drive the rental car must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

g. It is encouraged that car rentals be re-fueled prior to returning the vehicle to the car rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T-4 "Final Travel Expense Claim"**.

h. The original car rental receipt/bill and car rental agreement must be submitted as supporting documentation for payment or reimbursement. The original car rental receipt/bill must indicate the starting and ending dates of rental, rental rates, specify the name of the car rental company, specify the name of the renter and additional drivers, if any, and itemize all other expenses incurred. The car rental company agreement must include the name and signature of the individual that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Accidents, if any, must be reported to the local police before leaving the scene and the rental car company. The County's Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

12. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Taxis, buses, or other ground transportation to and from airports are allowable expenses only when necessary. The use of a hotel shuttle service is the preferred method of travel at out-of-town locations, if available.

b. Limousine service is not allowed.

c. Original receipts must be submitted in order to obtain reimbursement.

13. LODGING

a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

g. Return on the day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, return the same day that the meeting or conference ends is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference ends at or before 3:00 PM. Return the same day that the conference or meeting ends is encouraged whenever the meeting or conference ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

h. Extra hotel nights for personal reasons will be at the officials or employees own expense and will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the department's travel card.

i. A traveler may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

j. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

14. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-county – In State Travel

A. Meals, including tips, will be reimbursed based on a per diem basis at $39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($ 9-breakfast, $12-lunch and $18-dinner). Trips beginning before 8:00 a.m. will receive $39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $30; trips begins after 1:00 p.m. will receive $18. Trips completed before 8:00 a.m. receive $9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $21; and trips completed after 6:00 p.m. will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when

utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis at $39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($9-breakfast, $12-lunch and $18-dinner). Trips beginning before 8:00 a.m. will receive $39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $30; trips beginning after 1:00 p.m. will receive $18. Trips completed before 8:00 a.m. receive $9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $21; and trips completed after 6:00 p.m. will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $64 per day. The $64 maximum amount will be prorated for partial days ($14-breakfast, $20-lunch and $30-dinner). Trips beginning before 8:00 a.m. may receive up to the maximum amount of $64; trips beginning after 8:00 a.m. but before 1:00 p.m. may receive up to a maximum amount of $50; trips beginning after 1:00 p.m. may receive up to a maximum of $30. Trips completed before 8:00 a.m. may receive up to a maximum of $14; trips completed after 8:00 a.m. but before 6:00 p.m. may receive up to a maximum of $34; and trips completed after 6:00 p.m. may receive up to a maximum of $64. The employee is required to keep original itemized receipts to document the cost of these meals. Failure to submit the required receipts for any one day will result in the cost of the meal reimbursement to be based on the per diem basis listed in section 14(a)(ii)(A).

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed unless the meal cost is part of a conference/ registration fee.

d. Advances for meals will only be provided when traveling out-of-county for two days or longer.

e. The meals for a spouse and/or dependent(s) will not be paid with County funds.

15. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of – state travel
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Extra day or days on the trip for personal reasons
f. Luxury & large sports utility vehicle rental cars (see exception in Section 11)
g. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
h. Fines, court costs, and related expenses
i. Meals for non-overnight travel
j. Interest, over the limit, or late charges incurred in a personal credit card
k. Expenses deemed unreasonable, excessive, unsupported or unexplained

16. TRAVEL ADVANCES:

a. Employees are encouraged to pay for travel expenses using their own personal funds and seek reimbursement from the County. Nonetheless, travel advances will be allowed if an employee's seminar/conference/

meeting is scheduled to last for 2 or more days by completing **Form T-5 "Out of County – Travel Advance Request"**.

b. Travel advances are to be given to the requesting employee and may not be given to or used by another employee. Likewise, the travel advance is issued for a specific trip and may not be used for a trip different than the one that was listed on the original request.

c. Travel advances are the sole responsibility of the traveler and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim"**.

d. Travel advance requests must be received by the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If request is not received within the time specified, a travel advance check may not be processed and the traveler will have to use a personal credit card and/or cash.

e. Registration fees, hotel, and airline reservations will not be advanced to the traveler. County Officials and employees are expected to arrange for prepayment of these expenses wherever possible, by using the department's travel card, purchase order, or by requesting that the County issue payment to the vendor. Those expenses that cannot be prepaid by one of these methods should be paid from the employee's personal credit card and/or cash during the period of travel. The County Auditor will grant exceptions on the advancement of registration fees, hotel, and airline reservations to the traveler on a case-by-case basis.

f. If the official or employee elects to travel by personal vehicle within the State of Texas, the employee may be advanced mileage calculated on a point-to-point basis using the Texas Mileage Guide at the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking) may be advanced based on $20.00 per day. The County Auditor may grant exceptions on the amounts to be advanced on a case-by-case basis.

h. If attendance at the seminar/meeting/conference is cancelled, travel advances should be immediately returned to the County Treasurer's Office no later than 20 calendar days after the seminar/conference/

meeting date with a completed **Form T-4 "Final Travel Expense Claim"**.

i. Individuals receiving a travel advance are required to account for the advance within 20 calendar days after the seminar/conference/meeting date by completing **Form T-4 "Final Travel Expense Claim"**. Original itemized receipts (except meal receipts) must be submitted in order to obtain reimbursement for allowable expenses paid by the traveler. Subsequent travel advances requested by the department on behalf of a traveler with an outstanding travel advance will not be made.

j. If **Form T-4 "Final Travel Expense Claim"** is not settled within 60 days of trip return, the County Treasurer will deduct the advance from the traveler's next paycheck. Once the advance is taken from the traveler's paycheck, the traveler will not be able to seek reimbursement from the County. A request for reimbursement after these 60 days will not be allowed. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

17. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The travel expense is incurred for a reason related to official County business;
ii. The employee is unable to conduct the business because of a natural disaster or other natural occurrence; and the expense would be payable or reimbursable had the official County business been conducted; or
iii. The employee returns, before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the County Department's determination that an illness or a personal

emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks. Any cancellation costs that did not result from the above-approved reasons will be disallowed and at the expense of the traveler.

d. Failure to cancel reservations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

18. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred and paid through personal credit cards and/or cash while conducting official County business will be reimbursed only if reasonable, necessary, and allowable in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

c. The County will not reimburse a County employee for a travel expense unless the employee has incurred the expense. A County employee who receives free transportation or lodging in exchange for mileage, points, or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. A County employee may not accept a reimbursement or advance for a travel expense from more than one source. A County employee who anticipates receiving or actually receives a travel expense reimbursement or advance from another person/entity/association other than the County may seek a reimbursement or advance for the expense from the County only to the extent the amount of the person's reimbursement or advance is less than the amount of the total expense. If reimbursement is received from the County and another source, the reimbursement should be returned to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

19. SANCTIONS

a. A County employee who violates this policy and misuses County property or funds will be subject to disciplinary action including termination and/or criminal charges.

PROCEDURES

A. County Department

1. Ensure traveler has read and understands the County's travel policies, guidelines, and procedures as they relate to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

3. If traveling out-of-state, obtain approval from the DBM by submitting **Form T-1 "Application for Out-Of-State Official Travel"** before any reservations or travel is made.

4. Submit requisition to the Purchasing Department for seminar registration, hotel accommodations, airfare, car rental, and meals and incidental expenses, if any (requisition for meals and incidentals should be made under the name of the traveler). Ensure travel expenses are in accordance with the travel policy and requisition includes the following:

   a. Seminar Registration: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); notation as to manner of travel (County vehicle, County provided rental, or use of personal vehicle).

   b. Hotel Accommodations: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); type of room rental, daily hotel rate, and number of hotel nights.

   c. Airfare: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); date(s) of travel.

   d. Car Rental: purpose of rental (i.e. attend seminar/conference/ meeting/elections); seminar/conference/meeting/elections name, date(s), location, including city and state; name of driver and additional driver, if any; name(s) of traveler(s); type and size of rental vehicle, daily rental rate, number of rental days, location where rental will be acquired and returned (address, city, and state). If department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of traveler; seminar/ conference/meeting name, dates(s), location, including city and state; meals and incidental expenses should be listed separately.

5. If utilizing the department's travel card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental.

6. If requesting direct payment for seminar registration, and hotel accommodations submit **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section.

7. If requesting a travel advance, submit **Form T-5 "Out-Of-County Travel Advance Request"** and submits requisition to the Purchasing Department for travel advance in the name of the traveler.

8. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T-4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T-4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received. Supporting documentation includes the following:

- Original itemized hotel receipt indicating a zero balance owed
- Airline boarding pass and original airline ticket receipt or travel agency itinerary
- Original car rental receipt and car rental agreement
- Seminar/conference/meeting agenda
- Original receipt and/or confirmation for seminar, conference, etc.
- Seminar certificate of completion, if available
- Original taxi receipt
- Original parking receipt
- Printouts of MapQuest (if requesting incidental mileage reimbursement)
- If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T-4 "Final Travel Expense Claim"**.

9. Submit, if necessary, the approved **Form T-1 "Application for Out-Of-State Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

10. Submit, if necessary, **Form T-3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

11. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

    In addition, if a trip was cancelled, **Form T-4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

    Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

B. Purchasing Department

1. Review requisition submitted by department for seminar registration, hotel accommodations, airfare, and car rental, if any. Ensure requisition includes the information listed in Section A4 above and that request is in compliance with travel policy.

2. If request is in compliance with travel policy, issue purchase order for seminar, hotel accommodations, airfare, and car rental, if any.

3. Book seminar, hotel accommodations, airfare, and car rental for departments requesting payment by the department's travel card ensuring reservations comply with the travel policy and guidelines.

4. Upon notice by the department of a trip cancellation, cancel reservations made using the department's travel card.

5. If airfare was reserved using the department's travel card, maintain an inventory schedule of refundable airfare credits received as a result of a trip cancellation. The inventory schedule should include the department name, employee name, cancellation date, and re-schedule/use date.

C. Department of Budget and Management

1. Review **Form T-1 "Application for Out-Of-State Official Travel"** and approve request for out-of-state travel if need for travel is properly justified (i.e. training is not available in-state).

D. County Auditor

1. Audit and process **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** ensuring compliance with the travel policy & guidelines.

2. Audit and process **Form T-5 "Out-Of-County Travel Advance Request"** ensuring compliance with the travel policy & guidelines.

3. Audit and process **Form T-4 "Final Travel Expense Claim"** ensuring compliance with the travel policy & guidelines.

4. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim"**.

5. Send notices to departments when travel payments have been paid directly to the vendor or traveler and a **Form T-4 "Final Travel Expense Claim"** has not been submitted.

6. Notify the County Treasurer of any travelers for which the County has made travel payments on their behalf and have not submitted **Form T-4 "Final Travel Expense Claim"** within the specified time.

7. Audit and process **Form T-3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the travel policy & guidelines.

E. COUNTY TREASURER

1. Mail out travel checks unless the department has requested otherwise.

2. Notify the departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

3. Verify identification and obtain signature of individual picking up the check before releasing the check.

4. Verify that remaining travel funds being returned to the County by traveler are accompanied by a copy of properly filled out and documented **Form T-4 "Final Travel Expense Claim"**.

5. Forward receipt issued for remaining travel funds and **Form T-4 "Final Travel Expense Claim"** to the County Auditor's Office - Financial Accounting Section.

6. Make arrangements to deduct from the traveler's paycheck any advance travel payments made to the vendor or the traveler if **Form T-4 "Final Travel Expense Claim"** is not submitted within the specified time in accordance with applicable laws.

7. Contact and verify with the County Auditor's Office - Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

C-08-319-07-28

SERVICES AGREEMENT

This Services Agreement is being facilitated through the Houston-Galveston Area Council's Cooperative Purchasing Program contract with Beck Disaster Recovery, Inc. for Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services.

This SERVICES AGREEMENT ("Agreement") is dated July 24th, 2008 by and between **BECK DISASTER RECOVERY, INC.** ("Consultant"), with offices at 800 North Magnolia, Suite 400, Orlando, Florida 32803 and **HIDALGO COUNTY, TEXAS** ("Client"), with offices at 100 North Closner Boulevard, Edinburg, Texas 78539.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Consultant and Client agree Consultant will perform Services associated with debris management and disaster recovery as described in the Scope of Services attached as Exhibit A in accordance with the schedule set forth therein.

2. **Independent Contractor**: Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

3. **Standard of Care**: Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. **Changes/Amendments**: This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.

5. **Fee for Services**: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth on Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.

6. **Payment**: Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the Billing Rates attached as Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on

the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

7. **Indemnity**: The consultant shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Consultant or of any person employed by the consultant. The Consultant shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Consultant, his agents, or employees.

8. **Insurance**: Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

9. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

10. **Limitation of Liability**: No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. $1,000,000.00).

11. **No Consequential Damages**: In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

12. **Information Provided by Others**: Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely

on the accuracy of information provided by Client and its representatives.

13. **Safety and Security**: Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

14. **Termination**: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

15. **Dispute Resolution**: Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.

16. **Miscellaneous**:

    a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

    b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	HIDALGO COUNTY, TEXAS HONORABLE JUDGE J.D. SALINAS, III 100 N. CLOSNER BLVD. EDINBURG, TEXAS 78539
Attention:	A.A. "TONY" PENA, JR. 100 E. CANO P.O. BOX 1356 EDINBURG, TX 78539

Consultant:	BECK DISASTER RECOVERY INC.
Attention:	CHUCK MCLENDON, PRESIDENT
Address:	800 N. MAGNOLIA AVENUE, SUITE 400 ORLANDO, FL 32803

With a copy to:

Legal Department (which will not be considered notice)
1001 Fourth Avenue, Suite 2500
Seattle, Washington 98154-1004 USA

c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

e. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

g. This Agreement shall not be construed against Consultant only on the basis that Consultant drafted the Agreement.

h. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

i. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement the date first written above.

HIDALGO COUNTY, TEXAS

Signature		Signature	
Name	Ruben D. Salinas, III	Name	AA. TONY Pena Jr.
Title	County Judge-Hidalgo	Title	Emergency Management Coordinator
Date	7-24-08	Date	24-JUL-2008

BECK DISASTER RECOVERY, INC.

Signature		Signature	
Name	John Buri	Name	
Title	Managing Director	Title	
Date	7/24/08	Date	

Exhibit A: Scope od Services
Exhibit B: Fee Schedule

Technical Approach

This section describes the general approach that the BDR Team will utilize to provide the services requested by Hidalgo County.

For organizational purposes, we have chosen to describe below the general approach that the BDR Team will take in assisting the County in three distinct phases:

- Disaster Debris Monitoring Services;
- Emergency Management Planning and Training; and
- Damage Assessment and Reconstruction Services.

The sections that follow present BDR's proposed approach to each of these three phases.

A. Disaster Debris Monitoring Services

BDR provides comprehensive disaster debris monitoring services. Our monitoring services begin days before a known event impacts the County. BDR assists the County in activating contracts, ensuring TDSRS locations are available, coordinating logistics between partner communities and organizations, and other essential requirements.

Following this period, BDR will assist Hidalgo County with immediate response activities – including damage assessments and time and materials documentation during the 72-hour push period. Finally, BDR can assist the County during the recovery period to manage debris contractors, document work in accordance with state and federal reimbursement guidelines, develop public information and media materials, and other essential recovery tasks. The sections that follow present the BDR Team's approach to providing the disaster debris monitoring services requested by the County.

Project Management

A debris recovery operation is a massive undertaking. Ensuring that a debris recovery project is properly managed is perhaps the most important task of a debris recovery operation. BDR's approach to project management involves the development of a robust project team to allow for key staff with project management responsibilities to focus exclusively on the project management function. Specific elements of BDR's project management approach are discussed below.

Project Management Plan (aka Debris Management Action Plan): Upon activation, one of the initial tasks that BDR will perform is the development of a project management plan for the specific disaster occurrence that includes essential documents including: (1) an organizational chart showing the inter-relationships of County, BDR, and debris removal contractor staff, (2) a contact list of relevant staff persons from the County, BDR, and debris removal contractor staff, (3) a copy of the BDR and debris removal contractor contracts, and (4) other key field documents such as a County map depicting TDSRS locations, etc.

Cost Tracking: BDR recognizes that one of its primary responsibilities is to expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies.

Staff Mobilization: When the impact of a disaster becomes apparent on the County, essential BDR staff with key experience in various aspects of debris operations (including 72 hour push, truck certification, mapping/zone development, etc.) will mobilize in the region in order to participate in the "response" phase of the disaster event. Staff included in BDR'S field monitor database will be contacted and put on notice of

the potential need to mobilize to the County. During this period, other logistical arrangements, such as lodging arrangements for key staff will be booked in order to ensure reasonable housing for the response period.

Equipment/Supplies Mobilization: The BDR Team will prepare our mobile command center, generators, inventory of load tickets, and other essential field equipment (e.g., cameras, GPS units, etc.) for potential mobilization to the County. We will also contact key vendors (e.g. construction trailer vendors, etc.) to expedite field equipment that will be required for an extended debris removal assignment.

Daily Meetings: BDR will facilitate daily meetings between the County, BDR, and debris removal contractor project management staff (typically around 4 to 5 p.m. in the afternoon) to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. BDR staff members in attendance will include BDR'S Project Manager (or their designee), the BDR Operations Manager for each contractor, and other appropriate BDR staff as necessary. BDR has found that daily meetings are essential for the first few weeks of a debris removal operation after which frequency is typically reduced, as appropriate.

Work Scheduling: BDR will work with the County's designated Debris Manager to schedule work for each day. BDR will assist the County in identifying and addressing critical damage areas and "hot spots" that require immediate attention.

Reports and Website Management: Information is one of the most critical elements of a debris removal operation. BDR's daily reporting system will provide the County with daily and cumulative statistics, including (1) number of collection vehicles operating, (2) total loads and cubic yards collected per TDSRS, by debris type (3) total loads and cubic yards collected per contractor, by debris type(4) average truck size per contractor, (5) number of participants at public drop-off sites, etc. BDR is also prepared to comply with the County's requirements for weekly reports, a final summary report, and other reports and documentation as requested.

The BDR Team can assist the County in developing and managing a website on the debris removal process. The website would likely include: (1) instructions on proper debris set-out procedures, (2) maps (updated daily) showing the progress of debris removal operations and general timeframes when debris removal contractors can be expected in a general area, and (3) daily and cumulative debris collection statistics (loads and cubic yards removed).

Debris Hotline Call Center Operations: Following a disaster, citizens will look to the County for direction regarding the debris removal process and project progress. The BDR Team is prepared to assist the County in establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns. BDR operated a debris hotline for Escambia County, Florida - as a FEMA reimbursable expense - following Hurricanes Ivan and Dennis for approximately a 12 month period.

Contractor Damages: Damages resulting from contractor debris removal efforts are inevitable in a debris removal effort. BDR has developed a database application to track and help the County manage contractor damages.

Resource Management: BDR maintains a staff of Resource Managers with an exclusive responsibility to assist Project Managers and other field staff in obtaining and coordinating staff, equipment, and other critical field logistics.

Push Period Assistance

The 72-hour push period is the time when debris removal contractors (and/or County crews) are charged with clearing blocked roadways for emergency vehicle passage. If contractor crews are utilized, the work is generally done on a time and materials basis during this period. Because this period is typically reimbursed by FEMA at 100% Federal Share Level, it is critical that equipment utilized for emergency road clearance work is properly identified and logged. BDR is prepared to assist the County during the push period in a number of ways including: (1) conducting an inventory of blocked roads that require immediate clearance, (2) administering the sign in and sign out of labor and equipment to track time and material charges, (3) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested.

Public Information Support

Those local governments that have received the highest praise from their citizenry following a disaster are typically those that have communicated the best. BDR is prepared to provide public information staffing support as requested by the County. BDR has full-time public information/relations staff available to assist County staff with press releases, public notices, web-site development and support, and other public information functions.

Truck Certification

Truck certification is perhaps the most critical element of the monitoring component of a debris removal project because the process establishes a volumetric capacity for each collection vehicle utilized – many of which deliver hundreds of loads during a debris removal project. Minor errors in truck certification measurement and calculation can result in substantial volumetric and cost discrepancies. BDR has established a standard methodology for truck certification.

Aspects of BDR's truck certification procedure include:

- Use of the BDR truck certification form. This form includes the latest in FEMA guidelines on truck certification documentation and volume calculations.
- Minimum Vehicle Requirements: BDR will inspect collection vehicles to ensure TxDOT and County compliance.
- Special notations on truck placards for sideboards and other unique vehicle attributes. These notations inform tower monitors that the measured capacity includes sideboards (or other modifications), thus discouraging collection contractors from fraudulently altering vehicles after certification.
- Photography of vehicles and drivers.
- Periodic spot checks and recertification of trucks that were potentially altered after initial certification.

Field Monitoring

BDR has developed a number of unique approaches to our field monitoring program. Specific aspects of this program are highlighted below.

Local Employees: One very important goal of a disaster recovery effort is to put displaced workers from the local area back to work. The BDR Team is committed to hiring and training field monitor staff from Hidalgo County. Typically, 95 percent of our project staff is hired from the local area. To the extent there are concerns over the quality of field collection monitor staff, BDR is prepared to bring in experienced

field monitors from other parts of Texas and the Southeast (many of which worked for BDR during the 2004 and 2005 storm season). All BDR field personnel will be provided with badges (including a recent photo) identifying them as County contractors.

Field Monitor Training Program: Prior to monitors being put in the field, they are required to participate in BDR's field monitor training program. Our 2006 training program will include a video and PowerPoint Presentation on field monitor responsibilities. In addition to this training, monitors will be provided with a variety of field reference documents (e.g., sample completed tickets, etc.).

Daily Field Monitor Operations: The bullets below highlight some of the various aspects of a BDR debris removal program.

- At the start-up of collection operations, BDR collection monitors arrive at the staging location approximately 45 minutes prior to the start of field operations. Activities that typically occur during this 45 minute period include: 1) debriefing by Collection Manager and/or field supervisors on important issues, 2) distribution of safety gear (caution lights, safety vests, etc.), and 3) distribution of map books and debris tickets. Strict records are kept of the debris ticket numbers assigned to specific monitors allowing for easy tracking in the event of alleged fraud.
- At the outset of collection operations, we anticipate approximately one monitor assigned to approximately four trucks. As operations continue and trucks spread out within collection zones to efficiently collect scattered debris, the ratio of monitors to trucks will likely decline.
- A collection field supervisor will be assigned to approximately ten to twelve monitors. BDR has found this to a reasonable ratio thereby allowing field supervisors to routinely interface and perform quality assurance control checks with field monitors on multiple occasions each day. Responsibilities of the field supervisor include verification of load ticket accuracy and response to collection monitor and debris contractor issues in the field.
- Field monitors shall be responsible for: (1) verifying the proper loading and compaction of debris into the debris recovery contractor's certified loading container, (2) ensuring that all debris recovery contractors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County.
- At approximately 3 p.m. each afternoon, we will ask the debris contractor project manager to provide an estimate on the number of monitors that will be required for the following day. This will allow time for the BDR scheduling manager to schedule the appropriate number of collection monitors for the following day.
- At the close of operations each day, all collection and disposal monitors will report back to the staging area to 1) turn in all completed tickets, 2) update the master map book showing street areas cleared of debris on that particular day, and 3) report any inconsistencies or problems that occurred during the day.

QA/QC Program: The vast majority of ticket errors occur within the first few weeks of the initiation of a debris removal program. As such, BDR assigns QA/QC staff to each TDSRS tower with the sole responsibility of reviewing tickets and contacting supervisors and field monitors immediately after errors are identified. This process serves three very important purposes: (1) it allows BDR to quickly rectify ticket errors by getting the correct information immediately, (2) it provides instant feedback to field monitors thereby reducing errors that would otherwise be made throughout the day (until such time as

tickets are reviewed), and (3) it allows BDR to track monitor performance (and terminate those monitors that make repeat errors).

Other Field Monitoring Support Services: BDR has extensive experience with all aspects of debris monitoring beyond traditional right-of-way monitoring to include: (1) leaner and hanger removal programs, FEMA and NRCS waterways debris removal programs, (3) abandoned vehicle and vessel recovery programs, and (4) comprehensive private property/Right of Entry (ROE) debris removal programs. BDR has administered the largest ROE programs in recent history including programs for Escambia County (FL), Pensacola (FL), Gulfport (MS), Harrison County (MS), and Waveland (MS).

TDSRS Monitoring and Support

BDR's approach to TDSRS monitoring and support stems from the parent companies decades of experience in the design and operations of solid waste management disposal facilities. Examples of specific approaches relative to TDSRS monitoring and support are identified below.

TDSRS Emergency Permitting: BDR is highly knowledgeable of State and Federal Emergency Permitting Guidelines. BDR routinely serves as the local government's agent (with regulatory agencies) for TDSRS permitting issues.

TDSRS Tower Monitoring: BDR will provide a minimum of two tower monitors per TDSRS tower site. Specific responsibilities of tower monitors shall include: (1) making truck fullness load calls and recording the information on the proper load ticket, (2) taking photographs of loads (as directed by the County), (3) consulting with truck drivers and debris contractor staff on potential safety issues, (4) verifying that contractor equipment is empty prior to leaving the TDSRS, (5) collecting and organizing load tickets and providing them to designated BDR staff. BDR's tower monitor training documents are included in Section 4. BDR is also prepared to provide security at TDSRS sites while not in operation.

Public Drop-Off Site Operations: BDR is prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Residential drop-off site services routinely provided by BDR include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

Market Assistance: BDR staff is uniquely familiar with disposal and recycling markets throughout the Southeastern United States. During the 2004 and 2005 storm season, BDR has assisted a number of our clients in evaluating proposals by collection contractors on proposed outlets for storm debris residuals (both wood chips and C&D debris).

Other TDSRS Support Services: BDR is prepared to assist the County with any other TDSRS services that may be required including traffic support (i.e., flaggers) and after-hours site security.

Data Administration and Invoice Reconciliation

One of the most important and time consuming elements of a disaster recovery operation is the process of managing thousands of load tickets and reviewing and approving debris contractor invoices. BDR has received praise from both municipal staff and debris contractors for the promptness and level of attention that we have placed on this very important element of the debris recovery process.

After tickets are turned in to the staging location each day, the following steps will take place:

- Tickets will be transported to BDR's local field office and entered into BDR's database on the following day. Load tickets and other critical source documentation will also be digitized (scanned).
- As soon as all tickets have been entered (typically around 3 p.m.), the County (and any other stakeholders that the County would like to have the information - FEMA debris coordinator, etc.) will be emailed a summary of the previous day's work to include total trucks in the field, total debris loads collected (by material type), total cubic yardage collected (by material type), and other data, as requested, by the County. BDR can also provide a daily GIS map to the County showing the roads that have received first, second, and third collection passes.
- If desired, BDR can also maintain this information on a County or BDR website so that accurate, near real-time information is available to the public.
- Tickets are filed in numerical order, by day, by debris site.
- Database queries are run to check for blank fields on tickets, duplicate ticket numbers, unreasonable cycle times (time loaded vs. unloaded), etc. If a problem is noted, the tickets are pulled and reviewed. If necessary, the collection monitor who wrote the ticket is interviewed to clarify critical information.
- For invoice reconciliation, once invoices are received at BDR's offices they are electronically and physically date stamped. A database query is run that performs a ticket by ticket comparison of the BDR database versus the contractor database. The database generates a report that shows where the two databases agree, disagree, or have missing information. A BDR data analyst is tasked with pulling all tickets in question and making a determination of required corrective action. A pre-approval report summarizing all tickets that match or pass the reconciliation process is forwarded to a BDR financial analyst. To the extent that tickets still in dispute are less than the contractor's retainage – the invoice (less the retainage) is approved for payment. The BDR manager in charge of invoicing then prepares a letter to the County representative responsible for invoice payment recommending payment of the invoice. Following invoice approval, an extensive process to evaluate tickets that differ in the BDR and Contractor databases is performed. This typically requires significant communication between BDR and contractor staff to resolve discrepancies. After all discrepancies are resolved, BDR sends a follow-up letter to the County recommending the amount of retainage to be released. Finally, a BDR invoicing specialist performs an audit of materials in the invoice file to ensure that the file is complete.
- BDR's proprietary database allows the County to track the impact payment approvals make on obligated Project Worksheets and County Purchase Orders. This allows the County to effectively plan PO adjustments and the need to generate adjustment (Version) Project Worksheets.

Funding Support

The BDR Team is committed to ensuring that our clients receive maximum reimbursement for eligible work from state and federal agencies. Specific funding support services provided by the BDR team are outlined below.

- **Immediate Needs Funding Support:** One of the unique elements of BDR's approach is our focused initiative to obtain Immediate Needs Funding for our clients. This process involves: (1) development of a debris quantity estimate that is supported by FEMA staff, and (2) preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of a project, and (3) assisting the County and FEMA Public Assistance officers with PW amendments (as actual debris quantity estimates begin to firm up).

- **Appeals:** Based on our in-depth knowledge of FEMA reimbursement policies, BDR routinely assist our clients in preparing appeals. Our legal staff and appeals specialists have successfully recovered millions of dollars of previously de-obligated funds on behalf of communities throughout the Southeast.
- **Funding/Regulatory Assistance:** The BDR Team has former senior level FEMA staff located in Washington, D.C. that can provide support in tracking client PWs throughout the process and providing quick response to problem issues that may be slowing funding.

B. Emergency Management Planning and Training

Following the unprecedented 2004 and 2005 hurricane seasons and more specifically the devastating results of Hurricane Katrina, government ignorance of the potential catastrophic results of a hurricane is no longer a valid excuse.

At BDR, we work with our clients prior to Hurricane Season to ensure that the necessary plans, contracts, and procedures are in place in order to respond quickly and efficiently to any emergency situation and to identify and attain government funding programs available following a declared disaster.

The BDR Team provides a wide variety of pre-event/preparedness services to our clients. The sections below provide a summary of the approach that BDR takes to a number of these services.

COOP Plans: The BDR Team - including our strategic teaming partner Excelliant - has developed a proven disaster preparedness planning methodology that is based upon the latest business continuity planning, disaster preparedness, and project management principles. This process-centric methodology has been used by governments across the country to develop Continuity of Operations Plans (COOPs). The focus of the BDR Team's methodology is on identification of the core operations processes, identification of essential facilities, equipment, records and other resources that are required to perform those processes and the plans to facilitate a timely and orderly recovery from an emergency. The BDR Team's methodology for continuity planning is designed to meet the requirements of the Emergency Management Accreditation Program (EMAP), National Incident Management System (NIMS) and the National Fire Protection Association (NFPA) 1600 planning standards.

The BDR Team orients government personnel to the COOP process; conducts interviews with key personnel to gather necessary and appropriate information regarding essential functions and resources; and develops and implements an effective COOP. The project involves the following phases:

- Project initiation. The Initiation Phase sets the stage by identifying key personnel and the scope of the planning process.
- Disaster readiness assessment. The Disaster Readiness Assessment Phase focuses on defining core government operations so that critical processes and resources can be identified.
- Vulnerability and risk analysis. The Vulnerability and Risk Analysis Phase documents and prioritize the vulnerabilities and risks identified during the Disaster Readiness Assessment phase of the project.
- Disaster readiness planning. The Disaster Readiness Planning Phase pulls the process together in a set of planning documents designed for use in responding to all hazards that disrupt normal operations. The BDR Team conducts a final walk through of the plan with the government's designated Disaster Readiness Team made up of representatives from administration, emergency services, facility

services, finance, health, law enforcement and social services and discuss a strategy for ongoing maintenance of the plan.

- Continuity Exercise. BDR's experienced facilitators will lead orientation sessions and tabletop exercises to test the plan with core departments, document the findings, and prepare an after action report. The deliverables of the tabletop exercise will serve as templates for the County to conduct future exercises.

The methodology is designed to comply with the standards of the Emergency Management Accreditation Program (EMAP) for 2003 and 2004. (The 2005 standard has not been finalized). Excellent staff worked with the current Vice Chairman of the EMAP commission to review its methodology while the EMAP standards were still only in draft form in early 2003. The methodology has continued to meet the standards as the standards evolved.

Debris contractor procurement: Given our in-depth knowledge of FEMA reimbursement policies, BDR recognizes the necessity of competitively-bid contracts. We have assisted a number of clients in writing procurement documents and assisting in the debris hauler evaluation process. Our approach to assisting the County with this process involves understanding the geography, demographics, and culture of the community and developing a scope of work (and corresponding pricing structure) that encompasses all of the potential needs of the County. BDR designs comprehensive procurement documents and resulting contracts to protect our client's economic health and eliminate potential exposure associated with scopes of work that historically have not been reimbursed by FEMA.

Mock Training Exercises: A mock training exercise is an effective method of testing and evaluating the readiness of a community to respond to an emergency situation. We can assist the County in designing and conducting drills or "table-top" exercises to evaluate staff readiness.

TDSRS Identification and Selection: As a result of BDR's experience in managing and monitoring millions of cubic yards of temporary debris storage and reduction, BDR understands the requirements necessary for an adequate TDSRS location. Our disposal experts review logistics, acreage, vegetative and population density analysis, local ordinances and contract reduction methods to identify safe, efficient, and effective TDSRS locations. We have experience in working with County GIS systems to identify potential sites and conduct field investigations to determine constituent acceptability and the likelihood of successfully permitting the site under TCEQ emergency guidelines.

Debris Management Plan Development: Specific elements of debris management plans prepared by BDR include an organizational assessment, a TDSRS evaluation to include Tier 1, 2, and 3 sites, a detailed summary of debris removal operations available to implement when necessary, and an action plan that outlines the specific steps that need to occur at each phase of the debris management process.

Emergency Operations Center Support: BDR is prepared to provide staff support at the County's EOC prior to, during, and immediately following the disaster event. As part of this effort, BDR will also assist the County in activating other contractors and identifying other immediate priorities.

Multi-Jurisdiction Coordination: County governments are often relied upon by their member communities to provide many of the core services required to respond to natural or man-made disaster. BDR recommends (and frequently facilitates) an annual meeting of those individuals from the County, incorporated cities, and other key stakeholders (TCEQ, School Board, etc.) that may be involved in debris management issues following a disaster to outline responsibilities of each jurisdiction or agency.

TxDOT Coordination and Road List Database Development: Perhaps the most critical pre-event activity is coordination with TxDOT on road clearance and debris removal responsibilities. BDR can assist the County in developing a road database with associated maintenance responsibilities and ensuring that there is a clear understanding between TxDOT and the County regarding the road segments to be handled by each entity. Identification of the responsible applicant for various road segments is critical for reimbursement from FEMA and FHWA.

Annual Meetings: In addition of the multi jurisdiction coordination meetings discussed above, BDR recommends one or more annual meetings between the County, debris contractor(s), and monitoring firm. The purpose of these meetings is to ensure a common understanding and coordinated effort regarding processes and procedures exercised prior to, during, and following a disaster situation.

Public Information Planning and Support: Another critical element of a disaster preparedness and response program is accurate, coordinated public information. BDR is prepared to work with the County's Public Information Officer in preparing "pre-season" notices and educational materials to inform the citizenry of what to expect following a disaster. We also have extensive experience in preparing press releases and newspaper notices as well as participating in interviews on local access television stations.

Process Readiness: Another unique approach of the BDR team is that of process readiness. In the term process readiness - we are referring to the process of preparing BDR to react quickly and efficiently to a natural or man made disaster event. This process includes supply management of load tickets, truck certification forms, and other critical supplies necessary for immediate response and accurate documentation. We use technology to make data management more efficient, upgrading our load ticket and invoice reconciliation software systems. Our management team broadens their knowledge and skill sets with FEMA guidance workshops, advanced OSHA certifications, and emergency response training.

Mitigation Program Support: BDR has extensive experience in developing hazard mitigation plans and funding strategies to assist communities in receiving Federal and State disaster and mitigation funding and special appropriations for disaster relief, long term recovery and mitigation projects. We routinely provide Local Mitigation Strategy staff support to improve the community's resistance to damage from known natural hazards by providing technical and strategic assistance in prioritizing and positioning their initiatives to compete effectively for pre- and post-disaster mitigation funding, thereby reducing the cost of disasters at all levels and speed community recovery.

BDR is prepared to work with the County in determining the planning and preparedness services that the County feels are necessary.

C. Damage Assessment and Reconstruction Services

BDR is available to provide comprehensive damage assessment and reconstruction services to the County. A summary of our proposed damage assessment and reconstruction services is outlined below.

Damage Assessment

As a subsidiary of an international engineering and consulting firm, BDR possesses unique skills and resources to assist the County with a damage assessment inventory following a natural or man made disaster. Our approach to damage assessment begins with the BDR project manager coordinating with the County's debris manager (or other assigned individual) to identify the specific damage assessment

services requested (e.g. debris related, structures, utilities, etc.). The BDR Project Manager will communicate with the BDR Resource Manager and the appropriate staff with the proper service acumen will mobilize.

Debris Estimation: A key element of the damage assessment process is determining the quantities of debris created by the event throughout the County. In order to adequately plan and mobilize for a disaster debris recovery effort, it is critical to understand the potential quantities of debris that may be generated. BDR has found that rather than relying upon a single approach, a combination of debris estimating methodologies generally produces a more accurate estimate. Debris estimating methodologies that will be used by BDR include:

- U.S. Army Corp of Engineers Debris Estimating Model (this model is widely utilized and takes into account factors such hurricane category, population base, amount of vegetative cover, etc.);
- Drive-By Parcel Survey to estimate the average quantity of debris per parcel, then multiplying the debris per parcel figure by the total number of parcels (residential, commercial, or both) in the applicable jurisdiction;
- Flyover (to determine if the debris field is isolated in certain areas or widespread across the entire jurisdiction); and
- Personal estimates by BDR and debris contractors experienced in disaster recovery efforts.

Each of these approaches will be considered in developing an estimated debris volume in the County.

Critical Infrastructure Evaluation: BDR has trained engineers and construction managers on staff to assist the County in evaluating damages to critical infrastructure including facility and utility systems. BDR is also prepared to assist the County in assessing the habitability of structures. We can assist the County in preparing costestimates for damages and identifying and implementing short-term solutions to facility and utility system issues.

Reconstruction Services

In the event of a natural or man-made disaster impacting the County, the BDR Team - including BDR's parent R.W. Beck, Inc. and our strategic teaming partner Excelliant - are committed to the long term recovery of the County. R.W. Beck, Inc. is listed in the Engineering News Record (ENR) as one of the Top 100 design engineering firms in the United States and has vast resources and capabilities to assist the County in restoring critical infrastructure from initial damage assessment through planning and design to construction management and oversight. Most recently, BDR has been assisting the City of Waveland, Mississippi in restoring the City's stormwater management system (including culvert replacement, etc.).

In addition, R. W. Beck provided a broad range of services to the Virgin Islands Water and Power Authority (VIWAPA) following Hurricanes Hugo in 1989 and Marilyn in 1995. On both occasions, R. W. Beck conducted an assessment of the initial damage to VIWAPA's transmission and distribution system and generation facilities. We prepared cost estimates and coordinated with FEMA to align their calculations to damage cost estimates. R. W. Beck also provided field monitoring and technical assistance during reconstruction. When reconstruction was complete, we conducted a follow up field inventory of VIWAPA's system and developed new transmission and distribution maps.

Specific reconstruction services offered by the BDR Team include:

- System master planning (utilities, transportation, etc.);

July 23, 2007

Ms. Laura Moya
Hidalgo County, Purchasing Department
100 North Closner Boulevard
Edinburg, TX 78539

Subject: Disaster Debris Removal Monitoring and Consulting Services

Dear Ms. Moya:

Over the past half century, the State of Texas has had 81 disaster declarations by the Federal Emergency Management Agency (FEMA) more than any other state in the country. Of those 81, 18 were the direct result of a hurricane or tropical storms. Most recently as you know, Hurricane Dolly came ashore on South Padre Island earlier this morning leaving a path of destruction and promising heavy flooding.

At this unfortunately time, Hidalgo County and communities across the southern coastal border of Texas could benefit from the services of a qualified firm to provide disaster debris monitoring services to support the oversight and management of debris recovery contractors and provide damage assessment data collection support.

Beck Disaster Recovery, Inc. (BDR), a wholly-owned subsidiary of R. W. Beck, Inc., is pleased to provide these essential services to support the County to help you recovery from this devastating storm and get you the maximum allowable reimbursement possible. As a result of years of experience in performing these types of projects, BDR has developed and fine-tuned a clearly defined approach, which we are confident will provide the County with end-to-end solutions to expedite the recovery process. We offer the County the following distinct benefits, which sets us a part from other firms.

- **Institutional Knowledge of State of Texas:** BDR and its parent company have maintained offices in Houston, Austin and Dallas, Texas for over 20 years and have become well entrenched in the local and state governmental and emergency response operations. In addition, BDR's Senior Management Team, including John Buri and Jon Hoyle, has served communities across the State of Texas through mock-activations, pre-hurricane season meetings and training seminars and also helped Jefferson County recover from Hurricane Rita in 2005.
- ***Participation in H-GAC's Cooperative Purchasing Program Expedites Start-up.*** For the past four years, BDR has been a pre-qualified vendor on the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program's Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services. This program allows participating local governments, like the County, to contract directly with BDR for post-disaster response and recovery services without having to go through a standard procurement process, which would delay our ability to begin work immediately. In addition, a BDR representative sits on the H-GAC Cooperative Purchasing Program Advisory Council.
- **Ability to Respond/Texas Presence:** BDR already has a core management staff in state and is prepared to mobilize a full complement of support within 24-hours of receiving notice to proceed. With offices in Houston, Austin and Dallas Texas and throughout Louisiana and Mississippi and the vast majority of our professional staff currently residing on the Gulf Coast, BDR is positioned to be fully mobilized and available to the County immediately. BDR is licensed to do business in the State

- Permitting - including utility systems, facilities, disposal sites, etc;
- Utility system planning, design, permitting, and construction management;
- Transportation system design and engineering;
- Scheduling and cost estimating;
- Program and Construction management;
- Development of procurement documents for facilities, utility systems, etc.
- GIS support;
- Signage inventory and replacement; and
- Other reconstruction services requested by the County.

EXHIBIT B
HOURLY LABOR RATES

Consultant labor rates for disaster monitoring servic requested by the County are provided below. Expenses associated with travel, per diem, lodging and mileage will be invoiced at the federal published reimbursement rate at the time the expenses are incurred, and will be billed to the County, at cost, without mark-up. All other project-related costs (e.g., cell phone usage, office supplies, copying, etc.) are included in the labor rates below.

Schedule of Hourly Labor Rates

Title/Role	Hourly Rate
Project Manager/Principal-in-Charge	$115.00
FEMA Coordinator	$110.00
Deputy Project Manager	$100.00
Data Manager	$95.00
Operations Manager	$85.00
Field Supervisor	$75.00
GIS Operator	$75.00
Billing/Invoice Manager	$75.00
Disposal Site Monitor	$50.00
Collection Monitor	$45.00
Citizen Drop-off Site Monitor	$45.00
Load Ticket Data Entry Clerk	$38.00
Project Coordinator	$38.00

* Rates are subject to annual adjustments on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

Schedule of Hourly Labor Rates for Other Preparedness, [redacted] and Recovery Services

To the extent the County requests BDR's assistance for services other than debris management services, such as pre-event disaster/emergency management planning, including, but not limited to, the development of disaster debris response plans, debris contractor procurements, emergency operating and preparedness planning, hazard mitigation planning, Emergency Management Accreditation Program (EMAP) Accreditation, continuity of operations planning, mitigation grant writing and project management or other post-event recovery services not listed above, including, but not limited to, infrastructure damage assessment and restoration, housing/building/utility/transportation system inspections, engineering, contract procurements and construction management, hazard mitigation grant writing, etc., the following hourly billing rates would apply.

Schedule of Hourly Labor Rates for Consulting Services

Personnel Classification	Hourly Rate
Subject Matter Expert	$240.00
Executive Consultant/Planner/Analyst	$225.00
Principal Consultant/Planner/Analyst	$210.00
Principal-in-Charge	$190.00
Project/Program Manager	$175.00
Supervising Consultant	$158.00
Senior Consultant	$150.00
Consultant III	$135.00
Consultant II	$125.00
Consultant I	$110.00
Program Analyst	$95.00
Consulting Aide	$90.00
Planning Aide	$80.00
Analytical Aide	$75.00
Research Assistant II	$66.15
Research Assistant	$51.00
Administrative Specialist III	$60.00
Administrative Specialist II	$48.00
Administrative Specialist I	$44.00

* Rates are subject to annual adjustments on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

of Texas and is committed to maximizing local staffing on this important project. Upon notice to proceed we will immediately use our local relationships to seek office space in the County.

- **Nations Largest Staff of Debris Management Experts:** BDR maintains an experienced staff of over 85 disaster recovery experts, and has access to over 1,800 trained staff on call to assist with a disaster/emergency event, affording BDR the ability to deploy within hours of an event. ***At its peak during the 2005 hurricane season, which was reached on November 15, 2005, BDR employed in excess of 2,300 personnel on behalf of 25 clients in Florida, Texas and Mississippi, covering a population of nearly 5.5 million.***

- **Bilingual Staff to Meet the Diverse Needs of Community:** BDR understands that being a border state, a large percentage of the County's population is of Hispanic or Latino descent and a language other than English is spoken at home. BDR is committed to providing bilingual project management staff to interface with citizens and develop multi-lingual public information materials.

- **Proven Capabilities in Providing Disaster Debris Management and Reimbursement Services:** BDR has been providing disaster management, recovery and reimbursement services to local government clients throughout the U.S. for over 18 years. Since the 2004 hurricane season, ***BDR has managed the recovery effort for over 50 million cubic yards of debris on behalf of over 40 public sector clients - resulting in excess of $1.5 billion in FEMA reimbursable costs to our clients.*** We have managed projects in response to every hurricane making landfall in the U.S. during 2004 and 2005, as well as various tornadoes and ice storm projects.

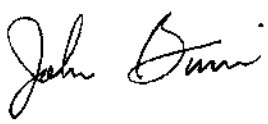
- **Commitment to Continuous Quality Improvement:** In the past 18 months, BDR has invested nearly $2 million in improving our data management systems and reporting processes to ensure that accurate and expeditious reports are provided when we are called upon to activate our staff. The investments BDR has made in our Mobile Command Center, automated ticketing technology, geographic information system (GIS) tracking tools for roads and canals and hauler invoice reconciliation software will speed the processing and approval of the County's hauler invoices and provide up-to-date information on the recovery effort to County officials.

- **FEMA Reimbursement Experts/Washington D.C. Lobbying Support:** As a unique benefit to the County, BDR maintains a staff of reimbursement experts that have been successful in obtaining reimbursement for over $1.5 billion of debris-related costs. As part of this support team, BDR has retained the services of Dan Craig, former FEMA Director of Response and Recovery and Jim Schumann, former FEMA Director of Legislative Affairs, in Washington D.C. to help BDR clients maximize reimbursement from FEMA and to obtain favorable interpretation of FEMA reimbursement policy.

- **"Best in Class" Service:** All hazards mitigation, emergency preparedness/planning response and recovery are our core business – not a part-time practice. ***BDR is dedicated to building a world-class organization to provide "best in class" service to our clients.***

Although we hope no harm will come to the County, we would be honored to work with you to provide the high quality service our clients have come to expect. If you have any questions regarding this response, please feel free to contact me at (407) 803-5700 or John Buri at (713) 737-5763

Sincerely,
BECK DISASTER RECOVERY, INC.



BECKDISAS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2008

PRODUCER
Commercial Lines ... 206-892-9200
ABD Insurance & Financial Services
601 Union Street
Seattle, WA 98101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Beck Disaster Recovery, Inc.
1001 Fourth Avenue, Suite 2500
Seattle WA 98154

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Traveler's Property & Casualty Company of Ameri	25674
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	P630533D116ATIL08	07/01/2008	07/01/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	P810533D166ATIL08	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PJUB2813L40A08	7/1/2008	7/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Disaster Clean Up (Orlando - BDR)
Hidalgo County, Texas is an additional insured as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County, Texas
Attn: Vangie Garcia
100 North Closner Boulevard
Edinburg, Texas 78539

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-14670 **21.A.11.**

Work Force Solutions Agreement

CC REGULAR

Date:	03/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting approval for Hidalgo County to enter into a Work Force Solution Work Experience Agreement in connection with Work Experience participation under the Workforce Investment Act & Personal Responsibility Act.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding required at this time. rc

Attachments

Link: Work Force Solutions Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/20/2009 11:17 AM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 12:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/20/2009 03:21 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Marty Salazar — Started On: 03/19/2009 04:06 PM

Final Approval Date: 03/20/2009

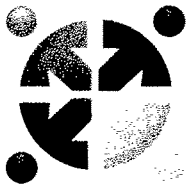


workforce
SOLUTIONS
a TALENT for BUSINESS

Workforce Solutions
Work Experience Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

Workforce Solutions is an equal opportunity employer/program
TDD/TTY 1-800-735-2989
Auxiliary Aids and Services Available Upon Request to Individuals with Disabilities



workforce
SOLUTIONS
a TALENT for BUSINESS

Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions Work Experience Program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As an employer, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are helping to contribute to our goal of further developing personal and professional strengths within the future employees of the Lower Rio Grande Valley.

We are hopeful that this partnership will be a lasting one so a member of our staff will be acting as a work-site facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your work-site facilitator should you have any questions or need any assistance.

Sincerely,

_____

Workforce Solutions
Employer Development Specialist

WORKFORCE SOLUTIONS
WORK EXPERIENCE
AGREEMENT

I. Parties to the Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

Contact Person: **John Villarreal**

Employer:	**HIDALGO COUNTY**
Address:	**100 E. CANO**
City:	**EDINBURG,**
State:	**TX.**
Zip:	**78539**
Phone:	**956-292-7000**
Assigned Supervisor's Name:	**ESTHER CORTEZ, DIRECTOR**
Effective date of Contract:	

This agreement is made between **Workforce Solutions authorized agent,** and

HIDALGO COUNTY

hereafter referred to as "employer", for Work Experience participation under the Workforce Investment Act & Personal Responsibility Act.

For Office Use Only:

Industry: _____

Youth Contract #:_____ Adult Contract #:_____

II. Purpose of the Program

The purpose of the Workforce Solutions Work Experience activity is to provide opportunities to customers with limited or no work experience and effective comprehensive services that improve leadership abilities and provide customers with exposure to the world of work, these services will improve employability of customers to ensure self-sufficiency is achieved.

This program serves Youth (ages 16 to 21) and Adults (ages 18 and older). Wages are paid by Workforce Solutions (except as stated under IX.1) Employer is not required to retain the customer upon completion of the program but is encouraged to consider retaining the customer.

III. Employer Conditions and Requirements

The following responsibilities are made a part of this agreement.

1. Employer's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description/expected performance (will become part of agreement).
3. Provide supervision (and if required), safety training, supplies and equipment to perform the work.
4. Accurately report work hours using workforce supplied time sheets.
6. Evaluate each customer's performance.
7. Contact Workforce Solutions contact person when customer or training related problems occur.
8. Notify Workforce Solutions if or when change in supervision occurs.
9. An Employer:
    - May not displace a current employee to replace with a Work Experience Customer (including partial displacement such as reduction in the hours or overtime work, wages, or employment benefits).
    - May not assign customers to perform work that: a.) engages in political patronage, lobbying or other political activities; b.) are of a religious or anti-religious facility; or c.) to any tasks not allowed under Child Labor Laws.
    - Must comply with the Non-Traditional Employment Act of 1991.
    - May not compromise existing contracts for services or collective bargaining agreement, and the Work Experience customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
    - Shall not use a customer to fill a job opening (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by utilizing Work Experience whose wages are subsidized at current minimum wage level
    - No employer officer or employee will allow the placement of a member of his/her immediate family under his/her supervision. Immediate family includes: wife, husband, mother, father, brother, sister, son, daughter, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, step-parent or step-child.
    - May not create jobs for customer in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
    - A Work Experience Customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs, or age.
    - Shall comply with the Americans with Disabilities Act (ADA), and the Drug Free Work Place Act.

IV. Workforce Solutions' Responsibilities

Workforce Solutions will:

1. Provide group or individual orientation to employer's assigned supervisor(s), prior to the assignment of a customer.
2. Provide customer compensation for hours worked (refer to section IX of this agreement)
3. Provide coverage under Texas Workers Compensation
4. Determine accomplishments to be achieved by customer, in coordination with employer
5. Conduct a survey for compliance with the ADA.
6. Assign a single point of contact assigned to this agreement for questions/concerns.

V. Termination of Customer

Customer(s) must adhere to Employer's personnel policies. An employer can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the employer's satisfaction.

VI. Accidents (Worker's Compensation)

Workforce Solutions covers the customer's worker's compensation insurance in the event an accident occurs on the employer's work-site. In case of an accident, the employer must ensure medical services are rendered immediately and notify emergency contact persons. Employer must also notify Workforce Solutions and Express Employment Professionals, (Lola Hernandez or Carmen Gaitan) at 956-664-9675 within 24hrs of any accident.

VII. Customer Evaluations

Workforce Solutions and worksite supervisor will conduct a joint evaluation of customer's performance every ninety days while enrolled in the program.

PROCEDURES FOR EVALUATION:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisors occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.
3. A final evaluation must be completed for each participant at the conclusion of their employment experience.

VIII. Monitoring Activities

Workforce Solutions will monitor work site for:

1. Procedures and/or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.).
4. Supervisor to customer ratio (if applicable) and presence of supervision.
5. Status of work-site as an equal employment opportunity employer, and compliance with ADA.

IX. Customer Compensation

1. Workforce Solutions does not pay overtime and Holiday hours for customers.
2. Customers will be compensated in accordance with the Fair Labor Standards Act.

X. Other

1. All forms incorporated herein by reference shall be construed as part of this agreement.
2. Workforce Solutions reserves the right to remove customers from Employer's worksite(s) if any EEOC violations occur.

Termination of Agreement

This agreement is in effect, when the signatures of duly authorized representatives of the Work Site Training Provider and Workforce Solutions are affixed, and shall be in force until terminated in writing by either party.

By: _____
Employer Authorized Signature/Date
Juan D. Salinas, III County Judge

Esther A. Cortez, Director
Authorized Representative
(Type/Print Name/Title)

_____
Workforce Solutions Authorized Signature/Date

_____
Authorized Representative
(Type/Print Name/Title)

APPROVED AS TO FORM

By Antonio Mendoza
Antonio Mendoza,
Asst. Criminal District Attorney

Date: 3-16-09

Attest:

_____
Arturo Guajardo, Jr.

AI-14676 **21.A.12.**

Lease and/or Lease Purchase for Office Space for Hidalgo County
CC REGULAR

Date:	03/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action to publish an advertisment for a sealed bids for the Lease and/or Lease Purchase of Office Space in connection with the necessity to relocate numerous departments currently housed at the former Administration Building located at 100 E. Cano, Edinburg, Texas in order to vacate the first three (3) floors to renovate for the housing of the District Attorney's Offices, Commissioners Court Facilites, and County Judge's Offices including approval of general elements such as:

A. Initial term of lease:
   a) _____ year(s); with option to renew for;

   b) _____ year(s) term(s);

B. Square footage required: which will in turn dictate the required parking spaces for both regular and handicapped needs;
   a) Minimum of 21,000 with a Maximum of 27,000; or,
   b) Min. _____; with Max. of _____;

C. Renovation expenses, if necessary or required by departments will be at whose expense:
   a) Lessor; or, historic lease specifications have requested that any/all renovations requested/required by at Lessor's expense;
   b) County's;

D. Property condition report/assesstment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than 90 days;
   a) Required from Lessor (at Lessors expense);
   b) Not required;

E. Determining Factors:
   a) Amount of Lease payments toward purchase of property;
   b) Others as imposed by County _____;

F. Other related elements

BACKGROUND

In addition to any action taken on agenda item options, the completion of draft specifications, requirements, terms, and conditions will be further developed and finalized with Executive Officer and other pertinent parties (including legal counsel for review as to form, terms & conditions appropriate and necessary for lease purchase option) and will advertised when concurrence on all these elements are acknowledged by said parties.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-18-160-001-0-640

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: departments to relocate

Link: Draft Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/20/2009 01:53 PM	APRV
2	Budget & Management	Veronica Lopez	03/20/2009 02:19 PM	APRV
3	Damaris San Miguel		03/20/2009 03:59 PM	NEW

Form Started By: Marty Salazar

Started On: 03/20/2009 09:15 AM

Final Approval Date: 03/20/2009

March 17, 2009
Agenda Item 6 C

Former Administration Building
100 E. Cano
Departments in need of Relocation

Departments Name	Current Footage Occupied Space	Approx. Square Footage Required	Reasons
Commissioners Court	2300		
Human Resources	2475	4500	1. Drug testing separate area 2. New filing system required additional space
Public Defenders	2300		
County Judges Office	5500		
Emergency Management Services	3800		
Probate Court Staff only	2300	4500	Court and jury or can use Commissioners Court facility room
Aux Court A&B Staff	1300		
CPS Master (2 people)	900		
Total	20,875		

EXHIBIT "A"

HIDALGO COUNTY
"LEASE and/or LEASE PURCHASE OF OFFICE SPACE"
BID NO.: 2009-064-00-00-MEG

S P E C I F I C A T I O N S

SCOPE OF SERVICES: Building should be in good working condition and must be located within a _____ mile(s) radius 0f the Hidalgo County Courthouse to provide as follows:

SPECIFICATIONS:

1. The proposed office building shall consist of minimum of _____ square feet and maximum of _____ square feet of available office space to house Hidalgo County Elected Officials, and Departments currently located at Old Administration Building (100 E. Cano);

2. Lessor shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.

3. The proposed bid premises shall meet all ADA accessibility requirements for all entrances, restrooms and/or parking areas provided by landlord.
   (Minimum regular parking spaces: _____ and a Minimum of handicapped parking spaces:_____);

4. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

5. Lessor shall maintain liability insurance on the proposed building. Lessor shall also maintain insurance against fire, accident and natural disaster.

6. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.

7. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.

9. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Point(s) of Contact designated by Hidalgo County. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;

12. Said building shall accommodate for either Administrative or Judicial Courtroom(s) with said measurements of a minimum _____ square feet and a maximum of _____ square feet or the equivalent for:

a. Lawyers Bar Wall
b. Judge=s Bench
c. Jury Box
d. Witness Stand
e. Court Reporters Area

13. Said building shall accommodate _____ to _____ offices with said measurements of _____ in size or the equivalent. Measurement to be provided to bidders by Hidalgo County.

14. Lobby to be with said measurement of a minimum of _____ square feet.

15. Restrooms as follows:
a. One (1) Staff (Unisex)
b. One (1) Unisex
c. One (1) Male
d. One (1) Female

16. Bid premises shall have public restrooms, one (1) for men, one (1) for women and handicapped accessible. Separate restroom facilities for employees.

17. Storage area with a minimum of _____square feet.

18. Staffs open space with a minimum of _____square feet.

19. Judge=s chambers space with a minimum of _____square feet.

20. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

21. The building should be well insulated with ERA rating of minimum of eleven (11).

22. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- $ Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- $ Hidalgo County reserves the right to review the Indoor Quality Test results.

23. During the term of the lease, the building must be well ventilated as required by law and as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Caron Monoxide levels. If Carbon Monoxide levels are identified., Carbon Monoxide Levels must not exceed 1 ppm.

24. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the Lessor=s expense.

25. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

26. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Lessor=s expense.

27. Hidalgo County requires a third party inspection, at Lessor=s expense, with accompanying report of a property condition assessment that was recently conducted but in no event to exceed nine (90) days;

28. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.

29. Bid premises shall have water, sewer, garbage pick up in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.

30. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

31. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

32. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County Judicial Court.

33. All repairs will be done on a timely manner as prioritized by Hidalgo County.

34. Provide the legal description of the property along with your bid and include a proposed Afloor plan layout@ of your facility.

35. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.

36. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free.

37. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

2. 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.

3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it=s best interest to do so. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

8. All cost 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.

9. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising Out of or related to the performance of the contract awarded pursuant hereto.

10. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

11. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1.) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2.) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3.) **Timeframe for Adjusted Price Increases: Price** increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4.) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5.) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, **date, month , 2009 by 5:00 P.M.** Responses to said inquiries will be sent to applicants via facsimile by no later than **date, month 2008 by 5:00 P.M.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

AI-14618 **21.B.1.**

Exemption Appraisal Svcs for Precinct 1

CC REGULAR

Date:	03/24/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	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) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 1 Road & Bridge an CIP Projects;
B. Presentation of scoring grid (for purposes on ranking by CC) of the firms graded & evaluated through the County's approved pool of appraiser in connection with Professional Appraisal Services required for the design construction of Hidalgo County Precinct No 1 Road and Bridge and CIP Projects;
1st_____
2nd_____
3rd_____
C. Authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with the No 1 ranked firm of_____for the provision of Appraisal Services for Hidalgo County Precinct No 1 Road and Bridge and CIP Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** obj. 339

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appraisal Svcs contract will be for various Road and Bridge and CIP Projects requiring this service on an as needed basis.

Funding is to be determined when requisition is generated by user department and PO is approved by Purchasing. Possible expense object code source is 339 "Other Professional Services".

Attachments

Link: Pct 1-Appraiser Svcs Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	03/19/2009 12:48 PM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 01:26 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/19/2009 02:22 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Darlene Betancourt

Started On: 03/18/2009 10:08 AM

Final Approval Date: 03/20/2009

HIDALGO COUNTY PRECINCT NO 1

FOR

Professional Appraisal Services

General
Road & Bridge & CIP Projects

GRID

	Leonel Garza & Associates, Inc.	**Professional Appraisal Services**	**Robinson, Duffy & Barnard, LLP**
Evaluator No 1	**98**	**92**	**89**
Total Score	**98**	**92**	**89**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 1 Staff

Commissioners Court agenda: March 24 2009

AI-14634 **21.C.1.**

Work Authorization Nos.10 & 11-Request for Approval

CC REGULAR

Date:	03/24/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 10 in the estimated amount of $49,000.00 for the "Drainage Improvements for Existing drain ditch located approx. 0.25 Mi South of and parallel to Owassa Rd" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 11 in the estimated amount of $21,500.00 for the "Extension to an existing Hidalgo County Irrigation District No. 2 drain ditch located approx. .25 Mi North of and parallel to Sioux Rd" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-038-0-733

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Owassa Rd. Funding is pending transfer AI-14602 in the amount of $50,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-039-0-733

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Sioux Rd. Funding is pending transfer AI-14602 in the amount of $25,000.00.

Attachments

Link: WA#10

Link: WA#11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 01:05 PM	APRV

2	Budget & Management	Veronica Lopez	03/19/2009 01:28 PM	APRV
3	Dale Kennan	Dale Kennan	03/19/2009 02:40 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/18/2009 02:38 PM

Final Approval Date: 03/20/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 10

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner,**" and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for Topographic Surveying & Data Collection and Boundary Surveying for use in developing a proposed drainage improvement project. The proposed project is to provide improvements to an existing drain ditch located approximately 0.25 miles south of and parallel to Owassa Road north of Alamo, Texas. The proposed drainage improvements will begin at Cesar Chavez Road on the west and terminate approximately 1.0 miles east of Tower Road at the existing Hidalgo County Drainage District No. 1 drain ditch known as the Alamo Lateral.

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 included in **Exhibit D – Fee Estimate**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 10 shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2009.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 10

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 10

EXHIBIT B
Services to be Provided by the Engineer

The scope of work will consist of surveying & data collection and boundary surveying for use in developing a proposed drainage improvement project. The proposed project is to provide improvements to an existing drain ditch located approximately 0.25 miles south of and parallel to Owassa Road north of Alamo, Texas. The proposed drainage improvements will begin at Cesar Chavez Road on the west and terminate approximately 1.0 miles east of Tower Road at the existing Hidalgo County Drainage District No. 1 drain ditch known as the Alamo Lateral.

The project is divided into two (2) phases: 1) Surveying and Data Collection, and; 2) Boundary Surveying Services.

1) Topographic Surveying & Data Collection Services. The Engineer will compile cross-sections, at approximately 250-foot intervals, of the existing terrain which includes an existing drain ditch. Topographic information, of items that are above ground and visible, within the proposed project right-of-way or easement will be obtained. If right-of-entry is obtained, then the topographic survey will be extended approximately 50-feet outside the existing right-of-way or easement boundary. If requested, additional topographic survey data will be obtained of items that may be discovered during the design of the improvements.

The Engineer will establish vertical and horizontal control by setting a benchmark (BM) and tying it to a permanent BM monument with a known elevation. BM is to be set within the Cesar Chavez Road, Alamo Road and Tower Road right-of-way in a location to suit field conditions, using Global Positioning System (GPS) survey, and in a location that is not likely to be disturbed by future construction.

2) Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the

property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

Miscellaneous. Hidalgo County will assist the engineer in obtaining the right-of-entry from the adjacent property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 10

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

R. Gutierrez
Engineering Corp.

Exhibit D

9/16/08

Topographic
and
Boundary Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY	$9,500
BOUNDARY SURVEY (Est. 20 Parcels @ $1800 per Parcel)	$32,000
RIGHT-OF-WAY MAP (2.5 MILES)	$7,500
TOTAL (Suveying Services Fee)	**$49,000**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.

R. Gutierrez Engineering Corporation

February 25, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 10 – L.J. Drainage Project Topographic and Parcels Surveys
Project No. ENG08.024j

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 10 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the L.J. Drainage project. The work consists of providing both a topographic surveying of 2.5 miles of terrain for the proposed improvements to the drain ditch running just south of the L.J. Subdivision and boundary surveying for the development of approximately 20 parcels for acquisition by the County.

The topographic surveying consists of obtaining cross-sections of the existing 2.5 miles of ditch and proposed ditch extension along with the adjacent terrain at approximately 200-foot intervals for use in designing the drainage improvements. Also included in the topographic surveying is obtaining data on existing improvements within the project limits.

The boundary surveying consists of developing right-of-way parcels for right-of-way acquisition. This includes developing metes and bounds along with parcel sketches for approximately 20 parcels and having them signed and sealed by a Registered Public Land Surveyor.

If this Work Authorization No 10 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 11

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for Topographic Surveying & Data Collection and Boundary Surveying for use in developing a proposed drainage improvement project. The proposed project is to provide and extension to an existing Hidalgo County Irrigation District No. 2 drain ditch located approximately 0.25 miles north of and parallel to Sioux Road north of Alamo, Texas. The proposed drainage improvements will begin at Cesar Chavez Road on the west and terminate approximately 0.25 miles east of Alamo Road at the existing Hidalgo County Irrigation District No. 2 drain ditch. The work also includes providing existing easement/right-of-way delineation for 1.5 miles of the existing HCID#2 drain ditch from 0.25 miles east of Alamo Road to 1.0 miles east of Tower Road.

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 included in **Exhibit D – Fee Estimate**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 11 shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2009.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 11

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project.**

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 11

EXHIBIT B
Services to be Provided by the Engineer

The scope of work will consist of surveying & data collection and boundary surveying for use in developing a proposed drainage improvement project. The proposed project is to provide an extension to an existing Hidalgo County Irrigation District No. 2 drain ditch located approximately 0.25 miles north of and parallel to Sioux Road north of Alamo, Texas. The proposed drainage improvements will begin at Cesar Chavez Road on the west and terminate approximately 0.25 miles east of Alamo Road. Also included is the delineating of the existing easement/right-of-way of the existing Hidalgo County Irrigation District No. 2 drain ditch from approximately 0.25 miles east of Alamo Road to the existing Hidalgo County Drainage District No. 1 drain ditch known as the Alamo Lateral located approximately 1.0 miles east of Tower Road.

The project is divided into two (3) phases: 1) Surveying and Data Collection, 2) Boundary Surveying Services, and; 3) Existing Easement/Right-of-Way Delineation.

1) Topographic Surveying & Data Collection Services. The Engineer will compile cross-sections, at approximately 200-foot intervals, of approximately 1.0 miles of existing terrain where a new ditch will be constructed as well as approximately 200-feet of the existing ditch where the new ditch will tie into the existing ditch. Topographic information, of items that are above ground and visible, within the proposed project right-of-way or easement will be obtained. If right-of-entry is obtained, then the topographic survey will be extended approximately 50-feet outside the existing right-of-way or easement boundary. If requested, additional topographic survey data will be obtained of items that may be discovered during the design of the improvements.

The Engineer will establish vertical and horizontal control by setting a benchmark (BM) and tying it to a permanent BM monument with a known elevation. BM is to be set within the Cesar Chavez Road, Alamo Road and Tower Road right-of-way in a location to suit field conditions, using Global Positioning System (GPS) survey, and in a location that is not likely to be disturbed by future construction.

2) Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the

boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required. The surveyor will also develop a right-of-way map of the new ditch improvements.

3) **Existing Easement / Right-of-Way Delineation.** The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in delineating the existing easement of right-of-way of the existing Hidalgo County Irrigation District No. 2 drain ditch for use in transfer of rights to the ditch from the HCID#2 to the Hidalgo County Drainage District No. 1. The work may include performing a topographic survey establishing the top of bank of the existing 1.5 mile long ditch to establish the prescriptive limits of the easement or right-of-way owned by the HCID#2.

Miscellaneous. Hidalgo County will assist the engineer in obtaining the right-of-entry from the adjacent property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 11

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

R. Gutierrez
Engineering Corp.

Exhibit D

9/16/08

Topographic
and
Boundary Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY	$3,500
BOUNDARY SURVEY (Est. 5 Parcels @ $1800 per Parcel)	$9,000
RIGHT-OF-WAY MAP (1.0 MILES)	$3,000
EXISTING EASEMENT / R.O.W. DELINEATION (1.5 MILES)	$6,000
TOTAL (Suveying Services Fee)	**$21,500**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.

R. Gutierrez Engineering Corporation

February 25, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 11 – Sioux Road/Cesar Chavez Drainage Project Topographic and Parcels Surveys
Project No. ENG08.024k

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 11 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the Sioux Road/Cesar Chavez Drainage project. The work consists of providing: 1) a topographic survey of 1.0 miles of terrain for the proposed extension of the existing Hidalgo County Irrigation District No. 2 (HCID#2) drain ditch running approximately 0.25 miles north of Sioux Road; 2) boundary surveying for the development of approximately 5 parcels for acquisition by the County, and; 3) existing easement/right-of-way delineation of the existing HCID#2 drain ditch from approximately 0.25 miles east of Alamo Road to approximately 1.0 miles east of Tower Road.

The topographic surveying consists of obtaining cross-sections of the existing 1.0 miles of terrain for the proposed ditch extension along with the adjacent terrain at approximately 200-foot intervals for use in designing the drainage improvements. Also included in the topographic surveying is obtaining data on existing improvements within the project limits.

The boundary surveying consists of developing right-of-way parcels for right-of-way acquisition. This includes developing metes and bounds along with parcel sketches for approximately 5 parcels and having them signed and sealed by a Registered Public Land Surveyor. A right-of-way map of this new right-of-way is included.

The existing easement/right-of-way delineation included obtaining topographic information to establish the top of bank alignment and to establish the prescriptive rights pertaining to the HCID#2 to that ditch. An easement/right-of-way map will be developed showing the existing limits of easement/right-of-way for use in transfer of rights to the ditch from the HCID#2 to the Hidalgo County Drainage District No. 1.

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

If this Work Authorization No 11 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

AI-14598 **21.D.1.**

Pct# 4 - Requesting Exemption for Professional Engineering Svcs-Lakeview Subd

CC REGULAR

Date:	03/24/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) (a), a professional service for Engineering Services in connection with: Lakeview Subdivision West of N. McColl Rd & Curry Rd West of Cesar Chavez;
B. Presentation of scoring grid (for the purposes on ranking by CC) of the firms graded & evaluated through the County's approved pool of engineers in connection with professional Engineering Serivces required for Lakeview Subdivision West of N. McColl Rd & Curry Rd West of Cesar Chavez;
1st_____; 2nd_____;
3rd_____;
C. Authority for the Purchasing Department to negotiate a professional Engineering services contract with the No. 1 ranked firm of:_____for the provision of Engineering Services for Lakeview Subdivision West of N. McColl Rd & Curry Rd West of Cesar Chavez.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3-19-09 $168,627.84

Attachments

Link: Grid-Pct 4-Lakeview

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 11:25 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 12:19 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2009 02:04 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Darlene Betancourt

Started On: 03/17/2009 12:49 PM

Final Approval Date: 03/20/2009

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Engineering Services

Lakeview Subdivision West of N. McColl Rd.

&

Curry Rd. West of Cesar Chavez

GRID

ENGINEERING FIRMS

	J.E. Saenz & Associates, Inc.	**Quintanilla, Headley & Associates, Inc**	**Tedsi Infrastructure Group**
Evaluator No 1	**94**	**91**	**90**
Evaluator No 2	**95**	**93**	**91**
Total Scores	**94.5**	**92**	**90.5**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 4 Staff

Commissioners Court agenda: March 24 2009

AI-14641 **21.D.2.**

Pct 4-Professional Svc Agreements-Millennium Engineers Group-C-08-472-03-24 & Leonel Garza Jr & Assoc-C-09-038-03-24(Drainage Improvement Project)

CC REGULAR

Date:	03/24/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

1. Requesting approval of a professional engineering services agreement with MILLENNIUM ENGINEERS GROUP, INC. for the purposes of engineering services for the "PAVED/UNPAVED, LATERAL and C.I.P. PROJECTS" for Hidalgo County Precinct No. 4 (as selected for negotiations through County's protocol from the "POOL" of engineers by C.C. on 11/18/08), and (as approved by legal counsel);

2. Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of engineering services for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (on an as needed basis) for Hidalgo County Precinct No. 4, and (as selected for negotiations through County's protocol from the "POOL" of appraisers by C.C. on 12/16/08), and (as approved by legal counsel).

BACKGROUND

Contract No. C-08-472-03-24-MEG
Contract No. C-09-038-03-24-Leonel Garza Jr. & Assoc

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3/20/09 $168,627.84

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-xxx-0-xxx

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

CIP forms and other project documentation pending from Pct# 4 in order for Auditors Office to set up new programs/accounts for various Pct#4 Drainage Improvement Projects. Funds available at 9-1339-431-00-124-036-0-890 as of 3-20-09 $6,264,800.00.

Attachments

Link: Contract #C-08-472-03-24-MEG

Link: Contract #C-09-038-03-24-Leonel Garza Jr & Assoc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 01:06 PM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 01:29 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2009 03:17 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Letty Saenz Started On: 03/18/2009 03:14 PM

Final Approval Date: 03/20/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-08-472-03-24

THIS AGREEMENT is made effective the 24th day of **March**, **2009** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **Millennium Engineers Group, Inc.** of Edinburg, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its **"Paved/Unpaved, Lateral** and **C.I.P."** projects;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the

Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to

Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written aggreement to observe all the terms of this

Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply

with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County 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.

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

20. Venue. 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.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees,

expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:
County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory:
Millennium Engineers Group, Inc.
Attn: Mr. Raul Palma, P.E., President
705 Dawson Drive
Edinburg, Texas 78540

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

24. Executions of 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.

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

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____ , 2009.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 31, 2007

Re: **HIDALGO COUNTY**
Request For Qualifications (RFQ)-**HIDALGO COUNTY INCLUDING ALL FUNDING SOURCES , PROGRAMS AND ENTITIES-"CONSTRUCTION MATERIAL TESTING" - RFQ No: 2008-003-01-16-ROL**

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/rf

Enclosures

2812 S. Business Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS
(RFQ) CHECKLIST

HIDALGO COUNTY (INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES-
"CONSTRUCTION MATERIALS TESTING"
RFQ & P NO: 2008-003-01-16-ROL

1. Request for Qualifications/Proposal Letter

2. Request for Qualifications/Proposal. Legal Notice, consisting of 9 pages.

3. Requirements (Exhibit A), consisting of 7 pages.

4. Evaluation Criteria (Exhibit B), consisting of 3 pages.

5. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.

6. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.

7. Insurance Requirements (Exhibit C), consisting of 3 pages

8. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

9. Attachment "B", Professional Engineering Services Procurement Form consisting of 1 pages.

10. Conflict of Interest Questionnaire, consisting of 1 page.

11. Proposer's Affidavit, consisting of 1 page.

12. Certification Regarding Debarment, Suspension, and other Responsibility Matters, (Exhibit D), consisting of 1 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626. advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 31, 2007
Date

2812 S. Business Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ&P NO: 2008-003-01-16-ROL	BUYER: ROLI FLORES	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS
INCLUDING ALL FUNDING SOURSES, PROGRAMS AND ENTITIES

HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING

Acceptance Due Date: January 16, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ&P No: 2008-003-01-16-ROL**

1. Sealed qualifications will be received for **HIDALGO COUNTY -"CONSTRUCTION MATERIALS TESTING"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original and seven (7) copies of all qualifications are required, with the bidders name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2008-003-01-16-ROL - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING"** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 16, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING"**
   e) Descriptive information as to the items or services delivered, including product code. item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	**JANUARY 16**	**, 2008**
Award of Contract	_____	, 2008
Commence Work or Deliver Products	_____	, 2008

17. ~~Bid or Performance Bond~~ and Debarment Certification; ~~Payment Under Contract~~:

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and~~

~~materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. **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.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award 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 (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non conforming.

Qualification
for
HIDALGO COUNTY INCLUDING ALL FUNDING SOURCES, PROGRAMS AND ENTITIES-CONSTRUCTION MATERIALS TESTING
RFQ NO: 2008-003-01-16-ROL

JANUARY 16, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Bidder agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING"

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a 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 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-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, January 16, 2008. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 08-003-01-16-ROL

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 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 NO LATER THAN Wednesday, January 9, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 11, 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:
t 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:

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, January 16, 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

"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 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.

HIDALGO COUNTY
"CONSTRUCTION TESTING MATERIALS"
RFQ No. 2008-003-01-16-ROL

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Staffing of Project Team	25	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team/Ability to Commit Resources	25	_____
Comments/Rationale For Points: _____		
3. Methodology	25	_____
Comments/Rationale For Points: _____		
4. Understanding of Project/Similar Projects	25	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ❒ Less than 125,000 annual gross receipt
- ❒ Less than 250,000 annual gross receipt
- ❒ Less than 499,000 annual gross receipt
- ❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ❒ Black American
- ❒ Hispanic American
- ❒ Asian Pacific American
- ❒ Native American
- ❒ Women
- ❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "C"

Insurance Requirements
Professional Services (i.e Engineers, Architects)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* **Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Attachment "A"

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____ Hour
02	Surveying and Sampling Soils for Highways	$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____ / Hour
04	HMA Level 1-A Certified Technician	$ _____ / Hour
05	HMA Level 1-B Certified Technician	$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____ / Hour
07	ACI Certified Field Grade II Technician	$ _____ / Hour
08	Geotechnical Engineer, P.E.	$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	$ _____ / Hour
11	Logger (In Conjunction with Engineer)	$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____ / Foot
17	Borings in Soft Rock	$ _____ / Foot
18	Rock Coring	$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	$ _____ / Foot
20	Grout/ Bentonite Backfill	$ _____ / Foot

21	Dozer/ Clearing Cost	Cost - ____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + ____%
24	All Other Outside Expenses	Cost + ____%
NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + ____%

TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea

Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea

Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Agrregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

Attachment "B"

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM
HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1:

Reference #2:

Reference #3:

Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1:

Project #2:

Project #3:

Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 08/29/2005

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "CONSTRUCTION MATERIAL TESTING"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2008.

_____

Notary Public

My commission expires: _____, 2008

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"

SERVICES TO BE
PROVIDED BY COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE
PROVIDED BY THE LABORTORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for **Hidalgo County Precinct No. 4 - "Paved/Unpaved, Lateral** and **C.I.P."** projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY RATES

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea
Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea)	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density)	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve	42.00

Concrete Section

Material Preparation Time	$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Casting of Concrete Cylinders (In conjunction with Inspection)	10.00/ea
Concrete Cylinder Compressive Strength Test	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup)	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab)	30.00/ea
Strip & Hold Beam (In conjunction with pickup)	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material PreparationTime	$43.00/hr
Grout Prism (Compression)	20.00
Mortar Prism (Compression)	20.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet	$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley)	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew	200.00/hr
Monitor Well Installation	By Quote
Technician To Log Soil Test Boring	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression	40.00/ea
Moisture Content (Small)	8.00/ea
Grout Backfill	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX).....	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office).....	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports.....	30.00/ea
Clerical/Administrative	40.00/hr
Fax.....	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer.....	$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided.....	$65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement #C-00-000-00-00

Work Authorization Form

WORK AUTHORIZATION NO. ___

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, _____ professional Laboratorys of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ 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.___ Commissioner_____ as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineering Group, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2009** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2009

PRODUCER: 956-782-5566
Sergio Rodriguez
932-A W Nolana
Pharr, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Millennium Engineers Group, Inc.
705 Dawson Dr.
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA	
INSURER B: Farmers Insurance Group	
INSURER C: The Hartford Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	B2066374566	11/22/2008	11/22/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	069384508	07/22/2008	07/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 300,000 $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under SPECIAL PROVISIONS below	72-WEC GY1 880	10/16/2008	10/16/2009	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
-Engineering Firm

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

02/02/2009

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Esler Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Millennium Engineers Group
PO Box 4569
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability Claims Made Form	W15IDN07PNPM	12/12/2008	12/12/2009	Per Claim Limit	$1,000,000
						Aggregate Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg,, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Esler/JEAN

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-038-03-24

THIS AGREEMENT is made effective the 24th day of **March, 2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **LEONEL GARZA, JR. & ASSOCIATES, L.L.C.** ("Appraiser")

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for the **"SAN CARLOS DRAINAGE IMPROVEMENT PROJECTS" (on an as needed basis)** located within **HIDALGO COUNTY PRECINCT NO. 4**; and

WHEREAS, the County has determined that the services of Professional Appraiser are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Article 2254.002, (the "Texas Professional Services Procurement Act"), the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. The Appraiser will provide to County the services described in Exhibit "A" as, attached hereto and entitled "Services to be performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the Countywith each "Work Authorization".

3. **Method of Payment.** Payments to the Appraiser for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "Work Authorization") in accordance with Paragraph 4 herein. For each Work Authorization, the Appraiser shall prepare and submit to the County monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as 'Request for Payment"). The progress report shall indicate the percent completion of the work accomplished by the Appraiser during the billing period and to the date of the Request for Payment. On or before noon of the first Monday of each month during the performance of the services, the Appraiser shall submit to the County for approval a Request for Payment. Payment of the lump sum fee for each Work Authorization identified in the Request for Payment will be in proportion to the percent completion of the work tasks identified in such Work Authorizations together with a detailed breakdown of the amount and the sum of all prior payments. The County shall review each such Request for Payment and may make such exceptions as the County reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the County meets approving such payment, the County shall make payment to the Appraiser in the amount approved as aforesaid subject to Paragraph 4 herein and below.

If the Project, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the Appraiser by the County for the Project or such portions of the project shall be only the amounts paid the Appraiser for actual work performed in accordance with the Work Authorization(s) approved by the County.

Final Payment. After final completion of the work and acceptance thereof by the County the Appraiser shall submit a final request for payment ("Final Request for Payment") which shall set forth all amounts due and remaining unpaid to the Appraiser and upon approval thereof by the County, the County shall pay to the Appraiser the amount due ("Final Payment") under such Final Request for Payment in accordance with the provisions of Paragraph 4 hereof. The Final Payment shall not be made until the Appraiser delivers to the County an affidavit that so far as the Appraiser has knowledge or information any and all amounts due for materials and services over which the Appraiser has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the County shall not be obligated to make any payment (whether a payment under Paragraph 4 hereof or Final Payment) to the Appraiser hereunder if any one or more of the following conditions precedentexist:

(1) The Appraiser is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under anyAgreement documents related to this Agreement;

(2) Any part of such payment is attributable to the Appraiser's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to theAppraiser's services which were performed in accordance with this Agreement.

(3) The Appraiser has failed to make payments promptly to consultants or other third parties used in connection with the Project for which the County has made payment to theAppraiser;

(4) If the County, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Appraiser's services in accordance with this Agreement, no additional payments will be due the Appraiser hereunder unless and until the Appraiser, at its sole cost, performs a sufficient portion of the Appraiser's services so that such portion of the compensation then remaining unpaid is determined by the County to be sufficient to so complete the Appraiser's services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Appraiser's services to which such partial payment related or relieves the Appraiser of any of its obligations hereunder with respect thereto.

The Appraiser shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of theAppraiser's services.

Waiver. The making of the Final Payment shall constitute a waiver of all claims by the County except those arising from (1) faulty or defective services of the Appraiser appearing after completion of the Project. (2) failure of the Appraiser's services to comply with the requirements of this Agreement or any Agreements or Agreements related to the Project, or (3) terms of any special warranties required by this Agreement or provided atalw or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by theAppraiser except those previously made in writing and identified by theAppraiser as unsettled at the time of theFinal Request for Payment

4. Work Authorization. After execution of this Agreement, the Appraiser shall proceed with the work outlined under Article 2 hereof, only as authorized by the County through an agreed Work Authorization document in

the form identified in EXHIBIT "D"- *Work Authorization Form*, attached hereto and made a part of this Agreement. The Appraiser will identify, as approved by the County, the needed services for the Project, as required through the course of the development to the Project. The County shall authorize the Appraiser to perform one or more of the agreed tasks identified in EXHIBIT "A", attached hereto, in the form of individual work authorizations. Upon authorization from the County, the Appraiser will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the County and the Appraiser. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified inEXHIBIT "B", attached hereto. The Work Authorizations shall not waive the County's and the Appraiser's responsibilities and obligations established in this Agreement.

The estimated cost proposal for each Work Authorization, developed by the Appraiser and approved by the County shall be used by the County to appropriate a purchase order for the Work Authorization. Each executed Work Authorization shall become a part of this Agreement. Upon satisfactory completion of the Work Authorization, the Appraiser shall submit the Project's deliverables as specified in the executed Work Authorization to the County for review and acceptance.

Work included in a Work Authorization shall not begin until the County and the Appraiser have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization, unless extended by written agreement by the Appraiser and the County. The Appraiser shall promptly notify the County of any event that will affect completion of the Work Authorization. All Work Authorizations must be executed and completed by both theAppraiser and the County within the period established for this Agreement.

The final acceptance by the County of each Work Authorization for the Project shall serve as evidence of completion, on the part of the Appraiser of all services under this Agreement insofar as they pertain to that portion of work on the Project identified in the applicable work authorization

5. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written

invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 2, hereof.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the Agreement period to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the Agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the Work Authorization or the Agreement. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum

amount payable to be exceeded, an amendment shall be executed in accordance with the terms of thisprovision.

8. **Reporting.** The Appraiser shall promptly advise the County in writing of events which have a significant impact upon theAgreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under thisAgreement.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Agreement. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to theAppraiser.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser may not assign the obligations or rights under this agreement to any person without the prior written consent of the County.

14. Conflict. 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 Agreement, 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.

15. Termination by County. If, Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County 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.

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

18. Venue. 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.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise,

Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive thisAgreement and be enforceable as a separateagreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:
County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Appraiser:
Leonel Garza, Jr. & Associates, LLC
Attn: Leonel Garza, III, Co-Owner/Primary R.E.A.
1419 Dove, Suite 1
McAllen, Texas 78504

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

22. Execution of 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 including the Work Authorization Form attached hereto as Exhibit "D".

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

24. Gender. 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

25. Authority. The execution and performance of this Agreement by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2009.

COUNTY OF HIDALGO, TEXAS

By:_____
Juan D. Salinas, III, County Judge

APPRAISER:

By:_____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"Real Estate Appraisers"
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of __8__ pages.
3. Exhibit "A", Requirements, consisting of __6__ pages.
4. Exhibit "B", Evaluation Criteria, consisting of __2__ pages.
5. Exhibit "C", Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of __1__ pages.
7. Exhibit "E"- Proposer's Affidavit Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying for "Real Estate Appraisers and Surveyors, consisting of __1__ page.
8. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of __1__ pages.
9. Proposer/Vendor Application, Historically Underutilized Business (HUB) Declaration and Request for Taxpayer Identification Number and Certification (W-9). consisting of __6__ pages.
10. Documentation Required on Bldg. & Road & Bridge Construction Projects, Attachment A, consisting of __1__ page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB-Purchasing Agent — December 29, 2008 Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Real Estate Appraisers"**(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFQ No: 09-029-01-14	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 x-4859

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Real Estate Appraisers
(Including all Funding Sources, Programs and Entities)

ACCEPTANCE DATE: JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ No: 09-029-01-14-otm

1. **Sealed Statements of Qualifications** will be received for "Real Estate Appraisers -Hidalgo County",(Including all Funding Sources, Programs and Entities) in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. **One (1) original and seven (7) copies, and two (2) CD in PDF Format** of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, REQUEST FOR QUALIFICATIONS 09-029-01-14-otm- "Real Estate Appraisers-Hidalgo County" and in County's Purchasing Department, 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, January 14, 2009. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN** Wednesday, January 07, 2009, 2005 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Real Estate Appraisers -Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, County Auditor

Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, TX 78539
Attn: Accounts Payable (956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	January 14, 2009
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~Bid or Performance Bond and~~ Debarment Certification~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award 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 (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Real Estate Appraisers-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

JANUARY 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS
(Including all Funding Sources, Programs and Entities)

RFQ No: 2009-029-01-14-otm

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool 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 Appraisers will be for a period ending February 8, 2010.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "REAL ESTATE APPRAISERS -HIDALGO COUNTY" (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, JANUARY 14, 2009 . 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. 2009-029-01-14-otm - "REAL ESTATE APPRAISERS - HIDALGO COUNTY".

Deliver Submittal to:

RFQ Number: 2009-029-01-14-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, JANUARY 07, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, JANUARY 09, 2009.

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 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 ending February 8, 2010, 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, and two (2) CD in PDF Format** 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 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 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 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, and two (2) CD in PDF Format.**

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-quested 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 GRADING AND RANKING:

Once a project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners' Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioners' Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purposes of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATIONS PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fee;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

RFQ SUBMITTED TO: **An original and seven (7) copies, and two (2) CD in PDF Format.**
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, JANUARY 14, 2009.

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

REAL ESTATE APPRAISERS

RFQ No. 2009-029-01-14-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-quested 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

Real Estate Appraisers - Hidalgo County
RFQ No. 2009-029-01-14-otm

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness:	30	_____
2. Firm Capabilities:	45	_____
3. Staffing:	15	_____
4. Equal Opportunity Employer	05	_____
5. Meets minimum Hidalgo County Insurance Requirements	05	_____
Total Score		_____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Provider: _____
Evaluator: _____ **Date:** _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

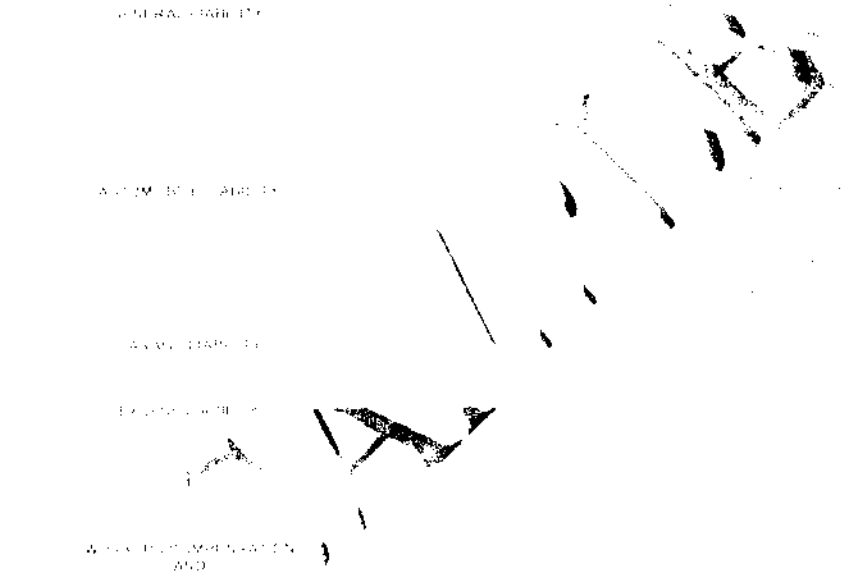
Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder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

ACORD

CERTIFICATE OF INSURANCE

INSURERS AFFORDING COVERAGE

COVERAGES



Re: Saliga County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 2006

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Less than 250,000 annual gross receipt ❒ Less than 499,000 annual gross receipt ❒ More than 500,000 annual gross receipt ❒ Black American ❒ Hispanic American ❒ Asian Pacific American ❒ Native American ❒ Women ❒ Other **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name / Disregarded entity name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ▶ **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final Offer For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia H. Saenz, CPPB	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext. 4861	**Date Submitted:**	February 3, 2009
Re:	**Appraisal Proposal – San Carlos Drainage Improvement Project**	**CC:**	

Mrs. Montero:

As per conversation on Leticia H. Saenz on February 3, 2009, a requested for our office to present our proposal for appraising various properties located within Hidalgo County Precinct No. 4 for the purpose of the San Carlos Drainage Improvement Project (on an as needed basis). This proposal is under the agreement set forth by an email dated January 21, 2008 from Leticia H. Saenz of the Hidalgo County Purchasing Department. The appraisal assignments that are specified for this bid proposal are for specific properties to be utilized for the San Carlos Drainage Improvement Project. This pricing does not extend to individual right-of-way and or easement projects of which are bid separately by Precinct, Hidalgo County Right-of-Way Department, and or the Hidalgo County Drainage District No. 1. This pricing schedule is based on the specific assignment as determined by the County Commission Oscar L. Garza. The appraisal reports shall adhere to all applicable state laws and be governed by the Universal Standards of Appraisal Practice (USPAP). It is recognized that the complexity of these reports may vary upon assignment and the unit price provided below reflects the risk entailed in appraising varied properties such as retail/office buildings to vacant land with no improvements.

Appraisal Report Cost — **= $ 1,250.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Purchasing Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 625.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Purchasing Department prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

February 3, 2009

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for the negotiation and or condemnation of said properties involved with this project. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the County Commissioner Oscar L. Garza and staff thereof as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate, additional time may be required. This will be discussed with the office of Precinct 4 prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"

APPRAISER'S FEE SCHEDULE

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final Offer For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia H. Saenz, CPPB	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext. 4861	**Date Submitted:**	February 3, 2009
Re:	**Appraisal Proposal – San Carlos Drainage Improvement Project**	**CC:**	

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Appraisal Report Cost	**= $ 1,250.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Purchasing Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 625.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Purchasing Department prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

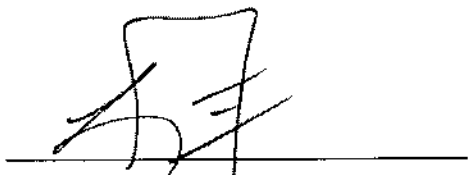
February 3, 2009

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for the negotiation and or condemnation of said properties involved with this project. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the County Commissioner Oscar L. Garza and staff thereof as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate, additional time may be required. This will be discussed with the office of Precinct 4 prior to acceptance of the request.

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2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/09

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS42769324	11/14/08	11/14/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional	S70710200	04/10/08	04/10/09	$1,000,000 Ea Claim $7,500 Deductible Retro Date 4/10/07	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
100 S 10th
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Jose Contreras
- 4006 N 22nd St
- Mcallen, TX 78504
- 956-686-6621

Issue Date (MM/DD/YY) 02/16/2009

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 327

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Insured
Name & Address
- LEONEL GARZA JR
- 1419 DOVE AVE STE 1
- MCALLEN, TX 78504

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability				General Aggregate	$
		Commercial General Liability				Products-Comp/OPS Aggregate	$
		- Occurrence Version				Personal & Advertising Injury	$
		Contractual - Incidental Only				Each Occurrence	$
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$
						Medical Expense (Any one person)	$
A		Automobile Liability	075875472	02/16/2009	02/16/2010	Combined Single Limit	$ 500,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos				Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$ 500,000
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special Items:

Vehicle(s): 2005 GMC SIERRA C15 1GTEC14X15Z191568
Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

Certificate Holder

Name & Address
- GMAC
- PO BOX 5378
- TIMONIUM, MD 21094

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Tony Contreras
Authorized Representative

EXHIBIT "D"

WORK AUTHORIZATION FORM

HIDALGO COUNTY

Professional Appraisal Services
Agreement
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, (**Name of Firm**), professional appraiser of _____, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide_____.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ 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. ____, Commissioner, Oscar L. Garza as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. _____

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 _____, 2009.

THE APPRAISER:
(FIRMS NAME)

_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

AI-14597 **21.E.1.**

Microcuvettes

CC REGULAR

Date:	03/24/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	WIC

Information

CAPTION

Recommending bid award and approval of contract to the lowest bidder meeting all the specifications and/or requirements as attached hereto for "Hidalgo County WIC Program-Microcuvettes" Bid No. 2009-094-03-11-SMA)

BACKGROUND

1. Current Contract expires on 03/29/09
2. Contract Document has been sent to legal counsel for review and approval as to form.
3. Recommended Vendor is "Stanbio Laboratory"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9-604

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available Balance as of 3/19/09 - $40,539.49

Attachments

Link: Recommendation memo, tabulation, participation

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 11:23 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 12:18 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	03/19/2009 02:02 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Sandra Montalvo Started On: 03/17/2009 12:26 PM

Final Approval Date: 03/20/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez
Administrative Assistant

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

RECEIVED
MAR 12 2009
By 3:12pm WIC

DATE: March 12, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-094-03-11-SMA
HIDALGO COUNTY WIC PROGRAM-"MICROCUVETTES"

Attached you will find copies of two (2) bid responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandra.montalvo@co.hidalgo.tx.usby no later than Monday, March 13, 2009 @ :300 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 24, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Starbio Laboratory	(Hemo Point #2 System) .70 per test 140.00/Box 200
2.	
3.	
BUDGET ACCOUNT #: 9.1292.441.00.350.001.9.604	

Norma L Longoria | Norma Longoria | WIC | 3/12/09
Authorized Signature | Printed Name | Department | Date

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: March 11, 2009 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY WIC PROGRAM- "MICROCUVETTES"

BID NO: 2009-094-03-11-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Hemo Cue, Inc. Attn: Jodi Tucker	BLM	Sandra Montalvo	02/23/09	40 EMPIRE DR. LAKE FOREST, CA 92630 (O) 800-881-1611 (F) 949-859-3080 Jodi@hemocue.com
2). McKesson Medical-Surgical Attn: Therese Mugge	BLM	Sandra Montalvo	02/23/09	8121 TENTH AVENUE NORTH GOLDEN VALLEY, MN 55427 (P) 800-328-8111 EXT 6133 (F) 800-237-9766 Therese.mugge@mckesson.com
3.) Stanbio Laboratory Attn: Sean Dattoli	BLM	Sandra Montalvo	02/23/09	1261 North Main Street Boerne, Tx 78006 866-249-0772 210-381-1305 cell 830-249-0851 fax sdattoli@stanbio.com
4.) Accion Rehab Inc. Attn: Rick Silva	BLM	Sandra Montalvo	02/23/09	213 N. 15TH STREET MCALLEN, TX 78501 956-630-5881 office ricksilva2@yahoo.com rsilva@accionrehab.com
5.) Henry Schein Attn: Hector Rodriguez	BLM	Sandra Montalvo	02/23/09	28 Fresno Drive Edinburg, Tx 78539 956-457-3111 (cell) 956-380-6968 (fax) hector.rodriguez@henryschein.com
6.) Quality Medical Supplies Attn: Armando Rodriguez	BLM	Sandra Montalvo	02/23/09	805 N. Cage, Suite F Pharr, Tx 78577 956-624-7020 (cell) 956-283-8703 office qualitymedicalsupply@yahoo.com
7.) National Environmental, Inc. D/B/A Buy Indian Medical Attn: Alan Kraimer	EMR	Sandra Montalvo	02/25/09	P.O. BOX 71582 Marietta, GA 30007 770-354-9203 office 408-790-1305 fax akraimer@aol.com
8.) Divine International Consulting Service, Inc. Attn: Rodly Youyoute	EMR	Sandra Montalvo	03/03/09	3301 NE 1st Ave, Ste LPH3 Miami, FL 33137 877-880-4381 toll free 786-312-1489 office ryouyoute@divinevisual.net www.divinevisual.net
9.) Prescription Supply Attn: William VanMetre	EMR	Sandra Montalvo	03/03/09	11720 Marksberry Lane Unit D Cincinnati, Ohio 45249 888-807-2641 toll free 513-353-4946 office & home 513-353-0538 fax wvanmetre@prescriptionsupply.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County WIC Program

BID OPENING DATE: MARCH 11, 2009 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: MICROCUVETTES

BID NO: 2009-094-03-11-SMA

	NAME OF COMPANY	Samples Submitted	Unit price	TOTAL COST
1.	HemoCue-(Hb 201)	No	$ .84	$168.00 200/box
2.	Stanbio Laboratory (HemoPoint H2 ystem)	Yes	$ .70	$140.00 200/box
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
Bid No. 2009-094-03-11-SMA

COMPARISON GRID

Description	VENDORS		PRICE DIFFERENCE
	HEMOCUE, INC.	STANBIO LABORTORY	
	Current Contract	Proposed 2009	
Microcuvettes (200/box)	$168.00	$140.00	$28.00

REQUIREMENTS AGREEMENT
C-09-094-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **March, 2009** by and between **Stanbio Laboratory** Partnership ("Seller") and **Hidalgo County WIC Program in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Microcuvettes" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County WIC Program projects for a period of one year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning **March 30, 2009** and ending on **March 29, 2010** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

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

d. **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.

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

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Stanbio Laboratory
Attn: Sean Dattoli, Regional Sales Manager
1261 N. Main St.
Boerne, TX 78006

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

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

g. **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.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Stanbio Laboratory

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Hidalgo County
District Attorney Office

_____
By: Antonio Mendoza, Asst. District Attorney

EXHIBIT "A"

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MICROCUVETTES"**
Bid No: 2009-094-03-11-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"MICROCUVETTES"
Bid No: 2009-094-03-11-SMA

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__4__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __6__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

February 23, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-094-03-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM "MICROCUVETTES"

BID OPENING DATE: March 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM– MICROCUVETTES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-094-03-11-SMA- HIDALGO COUNTY WIC PROGRAM – MICROCUVETTES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-094-03-11-SMA-HIDALGO COUNTY WIC PROGRAM-MICROCUVETTES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY WIC PROGRAM– MICROCUVETTES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**March 11, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. 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.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate

any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
BID NO.: 2009-094-03-11-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

EXHIBIT "A"
Hidalgo County WIC Program
"Microcuvettes"
BID No. 2009-094-03-11-SMA

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an "**as-needed basis only**" there is no guaranteed annual volume.

SCOPE

The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:

1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Hemocue 201-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Hemocue 201-Hemoglobin test system or comparable testing system consist of the Hemocue 201-Hemoglobin analyzer or comparable analyzer and the hemoglobin Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year.

2. 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.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 4, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 6, 2009 by 5:00 p.m.

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY WIC PROGRAM
REQUEST FOR BID
"Microcuvettes"

BID No. 2009-094-03-11-SMA

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
Bid No. 2009-094-03-11-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	UNIT PRICE	TOTAL COST
Microcuvettes	$	$

BIDDER'S /COMPANY NAME:_____

ADDRESS: _____

CITY:_____STATE:_____ZIP CODE_____

PHONE No. _____FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____TITLE: _____

EMAIL ADDRESS:_____

EXHIBIT " C"
INSURANCE REQUIREMENTS

HIDALGO COUNTY WIC PROGRAM
REQUEST FOR BID

"MICROCUVETTES"

RFB: 2009-094-03-11-SMA

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgement

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ Will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ Will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ Have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"
CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County WIC Program
REQUEST FOR BIDS

"Microcuvettes"

BID No. 2009-094-03-11-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR'S APPLICATION
AND
W-9 FORM

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
Bid No. 2009-094-03-11-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	UNIT PRICE	TOTAL COST
Microcuvettes	$.70	$140.00 p/box

BIDDER'S /COMPANY NAME: Stanbio Laboratory

ADDRESS: 1261 N Main St

CITY: Boerne STATE: TX ZIP CODE 78006

PHONE No. 830 249-0772 FAX No. 830 249-0851

SIGNATURE OF AUTHORIZED PERSON:

PRINTED NAME: Sean Dattoli TITLE: Regional Sales Manager

EMAIL ADDRESS: sdattoli@stanbio.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 88136 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2009

PRODUCER
Compass Insurance Agency, Inc.
Texas Insurance Division
7550 IH-10 West 700
San Antonio, TX 78229-5820

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
STANBIO LABORATORY INC
1261 N MAIN ST
BOERNE, TX 78006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B: HARTFORD INSURANCE GROUP	00914
INSURER C: HARTFORD UNDERWRITERS INS CO.	30104
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35786026DAL	05/15/08	05/15/09	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
		[X] BI/PD Ded: $10,000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER:	35786027DAL	05/15/08	05/15/09	PRODUCTS - COMP/OP AGG	$5,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC					Per Claim
B		AUTOMOBILE LIABILITY	65UECZQ2443	05/23/08	05/23/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C		[X] ANY AUTO	65UECZQ2442	05/15/08	05/15/09		
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	79812469	05/15/08	05/15/09	EACH OCCURRENCE	$4,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$4,000,000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10,000					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEJO2234	05/15/08	05/15/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		OTHER Commercial Property	35786026DAL	05/15/08	05/15/09	SEE BELOW Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Loc. #1 - 1261 N. Main, Boerne, Texas 78006
Business Personal Property: $1,500,000
Loc. #2 - 25235 Leer Drive, Elkhart, Indiana 46514
Business Personal Property: $950,000
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Department Martha L Salazar,CPPB
Purchasing Agent 2802 S.
Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-14584 **21.F.1.**

BCAP Precinct No. 2, El Charro Subdivion

CC REGULAR

Date:	03/24/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agaptio Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer R. Gutierrez Engineering Corporation to award to the lowest bidder meeting all specifications for Bid No. CAP-2009-01-02-04-LRM “Road & Drainage Construction of El Charro#2 Subdivision” and approval of contract subject to legal review and TX DOT approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1311-431-00-122-240-1-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see the attached 2009 Expense Report dated as of 3/19/09.

Attachments

Link: b tab 14584

Link: award el charro 14584

Link: 2009 Exp Rpt for El Charro #2 3-19-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 11:15 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 12:15 PM	APRV
3	Dale Kennan	Dale Kennan	03/19/2009 02:15 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Yvette Islas — Started On: 03/16/2009 10:23 AM

Final Approval Date: 03/20/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO 2-BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: FEBRUARY 04, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:: "ROAD & DRAINAGE CONSTRUCTION EL CHARRO SUBDIVISION

BID NO: CAP-2009-01-02-04-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	ACKNOWLEDGMENT OF ADDENDUM	BID BOND/ CASHIER'S CHECK
1.	Hamman Excavating Inc.	$234,881.54	Yes	None
2.	Jimmy Closner & Sons Inc.	$209,488.34	Yes	Bid Bond Included
3.	Sendero Industries	$210,336.25	Yes	Bid Bond Included
4.	Homero Alvarez dba Alvarez Construction	$194,300.50	Yes	Bid Bond Included
5.	DM Roth Inc.	$228,497.50	Yes	Bid Bond Included
6.	Asago Construction	$229,128.95	Yes	Bid Bond Included
7.				
8.				
9.				
10.				

Yvette Islas Agenda 14584

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, March 11, 2009 5:04 PM
To: yvette.islas@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Cc: eralio.palacios@co.hidalgo.tx.us; humberto.garza@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; 'Marcie Jackson'
Subject: FW: Notice of Award of Contract - TXDOT
Attachments: ltr txdot reg award of contract el charro 11mar09.pdf

I hit the send key before I attached the documents.

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, March 11, 2009 5:03 PM
To: 'yvette.islas@co.hidalgo.tx.us'; 'martha.salazar@co.hidalgo.tx.us'
Cc: 'eralio.palacios@co.hidalgo.tx.us'; 'humberto.garza@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'; 'Marcie Jackson'
Subject: Notice of Award of Contract - TXDOT

Yvette, please schedule the following agenda item on Commissioners' Court for Tuesday 24th March 2009.
Precinct 2 is requesting approval to award to the low bidder Homero Alvarez dba Alvarez Construction in the amount of $194,300.50.
The project engineer recommending the award is R. Gutierrez Engineering, Inc. The low bid is for drainage construction only. This is a 2nd Call Colonias Access Program Project. Concurrence from TXDOT has been requested.
Refer to the attached documents.

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

R. Gutierrez Engineering Corporation

February 18, 2009

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – El Charro Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, February 4, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Six (6) bids were received for this project. The low responsive bid was for **$194,300.50**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Alvarez Construction** from Donna, Texas in the amount of **$194,300.50**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

301 E. Park – Pharr, Tx. 78577 – Tel. 956-782-2557 – Fax 956-702-2556 – E-mail rgutierrez@rgutierrezengineering.com

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

BID TABULATION
EL CHARRO SUBDIVISION

02/10/2009

DATE: 02/04/09
TIME: 09:30 AM
LOCATION: HIDALGO COUNTY

Item Number	Estimated Quantity	Unit	Item Description	HAMMAN EXCAVATING, INC.		JIMMY CLOSNER & SONS, INC.		SENDERO INDUSTRIES		ALVAREZ CONSTRUCTION		DM ROTH		ASAGO CONSTRUCTION	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
402	870	LF	Trench Excavation Protection	$ 3.87	$ 3,366.90	$ 25.00	$ 21,750.00	$ 1.50	$ 1,305.00	$ 4.00	$ 3,480.00	$ 5.00	$ 4,350.00	$ 4.00	$ 3,480.00
432	5	CY	Concrete Riprap (CL C)	$ 399.90	$ 1,999.50	$ 410.00	$ 2,050.00	$ 300.00	$ 1,500.00	$ 500.00	$ 2,500.00	$ 500.00	$ 2,500.00	$ 1,500.00	$ 7,500.00
464	291	LF	RCP (CL III)(18")	$ 38.48	$ 11,197.68	$ 39.75	$ 11,567.25	$ 37.00	$ 10,767.00	$ 30.00	$ 8,730.00	$ 25.00	$ 7,275.00	$ 65.00	$ 18,915.00
464	383	LF	RCP (CL III)(24")	$ 48.71	$ 18,655.93	$ 46.50	$ 17,809.50	$ 41.00	$ 15,703.00	$ 40.00	$ 15,320.00	$ 40.00	$ 15,320.00	$ 85.00	$ 32,555.00
464	308	LF	RCP (CL III)(30")	$ 66.51	$ 20,485.08	$ 59.50	$ 18,326.00	$ 51.00	$ 15,708.00	$ 45.00	$ 13,860.00	$ 85.00	$ 26,180.00	$ 105.00	$ 32,340.00
465	9	EA	Inlet (Ty A)	$ 1,634.72	$ 14,712.48	$ 1,675.00	$ 15,075.00	$ 2,000.00	$ 18,000.00	$ 4,000.00	$ 36,000.00	$ 3,000.00	$ 27,000.00	$ 2,000.00	$ 18,000.00
465	1	EA	Inlet (Ty C)	$ 3,424.95	$ 3,424.95	$ 1,550.00	$ 1,550.00	$ 4,500.00	$ 4,500.00	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
465	3	EA	Inlet (Ty F2)	$ 4,829.34	$ 14,488.02	$ 4,092.00	$ 12,276.00	$ 4,700.00	$ 14,100.00	$ 6,000.00	$ 18,000.00	$ 3,000.00	$ 9,000.00	$ 7,500.00	$ 22,500.00
465	1	EA	Manhole (Ty A)	$ 4,275.06	$ 4,275.06	$ 2,650.00	$ 2,650.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00
467	4	EA	Safety End Treatments (6:1)	$ 3,160.50	$ 12,642.00	$ 880.00	$ 3,520.00	$ 1,000.00	$ 4,000.00	$ 2,000.00	$ 8,000.00	$ 2,750.00	$ 11,000.00	$ 1,500.00	$ 6,000.00
529	9887	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 10.92	$ 107,966.04	$ 7.57	$ 74,844.59	$ 9.75	$ 96,398.25	$ 6.50	$ 64,265.50	$ 10.00	$ 98,870.00	$ 4.75	$ 46,963.25
529	420	LF	Concrete Valley Gutter (4-Ft)	$ 19.84	$ 8,332.80	$ 19.50	$ 8,190.00	$ 11.00	$ 4,620.00	$ 18.00	$ 7,560.00	$ 21.00	$ 8,820.00	$ 45.00	$ 18,900.00
530	355	SY	Driveways (CONCRETE)	$ 37.61	$ 13,351.55	$ 56.00	$ 19,880.00	$ 57.00	$ 20,235.00	$ 27.00	$ 9,585.00	$ 31.50	$ 11,182.50	$ 45.00	$ 15,975.00
			TOTAL BID AMOUNT:		$ 234,897.99		$ 209,488.34		$ 210,336.25		$ 194,300.50		$ 228,497.50		$ 229,128.25

EL CHARRO #2
CSJ: 2C1080240
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	DRAINAGE				
402	Trench Excavation Protection	870	LF	$4.00	$3,480.00
432	Conctete Riprap (CL C)	5	CY	$500.00	$2,500.00
464	RCP (CL III) (18")	291	LF	$30.00	$8,730.00
464	RCP (CL III) (24")	383	LF	$40.00	$15,320.00
464	RCP (CL III) (30")	308	LF	$45.00	$13,860.00
465	Inlet (TY "A")	9	EA	$4,000.00	$36,000.00
465	Inlet (TY "C")	1	EA	$4,000.00	$4,000.00
465	Inlet (TY "F2)	3	EA	$6,000.00	$18,000.00
465	Manhole (TY "A")	1	EA	$3,000.00	$3,000.00
467	Safety End Treatment (6:1)	4	EA	$2,000.00	$8,000.00
529	Concrete Curb & Gutter (TY "A") (Barrier)	9887	LF	$6.50	$64,265.50
529	Concrete Valley Gutter (4-Ft)	420	LF	$18.00	$7,560.00
530	Driveways (Concrete)	355	SY	$27.00	$9,585.00
			Grand Total		$194,300.50

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-240-1-312	EL CHARRO #2-INDIRECT COST	1,003.11	.00	.00	.00	1,003.11	.00
9-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00	100.00
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	5,292.75	5,292.75	.00	.00	.00	100.00
9-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	182,237.96	.00	.00	.00	182,237.96	.00
9-1311-431-00-122-240-1-734	EL CHARRO #2-SUBDIVISION STREETS	188,676.24	.00	.00	.00	188,676.24	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**386,065.16**	**14,147.85**	**.00**	**.00**	**371,917.31**	**3.66**
9 YEAR		**386,065.16**	**14,147.85**	**.00**	**.00**	**371,917.31**	**3.66**

AI-14457 **21.G.1.**

CAP Precinct No. 3, 2nd call

CC REGULAR

Date:	03/24/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agaptio Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of the following BCAP project with plans and specifications to be developed and drafted by project engineer, Hinojosa Engineering, Inc.:
A.) Havana Subdivision;
B.) Munoz Estates;
C.) Hilda #3 Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-312-0-733 & 734

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Havana Subdivision
733 - $39,552.91
734 - $59,329.37
Available balance as of 03/19/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-488-1-733 & 734

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Munoz Estates
733 - $ 52,608.09
734 - $102,121.59
Available balance as of 03/19/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-325-1-733 & 734

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hilda #3 Subdivision
733 - $22,630.52
734 - $32,565.88
Available balance as of 03/19/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2009 11:14 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 12:15 PM	APRV
3	Roland Garcia	Rolando Garcia	03/19/2009 02:47 PM	APRV
4	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Yvette Islas Started On: 03/10/2009 12:06 PM

Final Approval Date: 03/20/2009

AI-14625 **21.H.1.**

Interlocal Agreement-Hidalgo County Sheriff's Office and City Of Elsa, Texas Police Department

CC REGULAR

Date:	03/24/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Sheriff Guadalupe
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval to enter into an Interlocal Agreement (forwarded for review as to form by legal counsel) between Hidalgo County (Sheriff's Office) and The City Of Elsa, Texas Police Department in connection with the transfer of three (3) Sheriff's Office Vehicles (currently not utilized by HCSO).

BACKGROUND

As per request from Hidalgo County Sheriff's Office, transferring of the three (3) vehicles are due to be surplus due to age and high mileage. City of Elsa's budget constraint, they are unable to fund new units and their current police fleet is in worse conditions than the Sheriff's surplus vehicles.

Draft Interlocal has been forwarded to legal counsel for their review and recommendations.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact for this request.

Attachments

Link: Request From Sheriff's Office

Link: INTERLOCAL DOCUMENTATION

Form Routing/Status

Form Started By: Vangie Garcia — Started On: 03/18/2009 12:36 PM

Final Approval Date: 03/20/2009

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

March 13, 2009

Hidalgo County Purchasing Department
Attn: Mrs. Martha Salazar, Purchasing Agent
3100 South Closner
Edinburg, Texas 78539

RE: Inter Local Agreement

Dear Mrs. Salazar:

The Hidalgo County Sheriff's Office would like to enter into an inter-local agreement with the city of Elsa, Texas Police Department. The inter-local is for the purpose of transferring three (3) Sheriff's Office vehicles that are due to be surplus due to age and high mileage. Due to budget constraints, the city of Elsa is unable to fund new units and their current fleet is in worse conditions than our surplus vehicles. Since the Sheriff's Office has county-wide jurisdiction, if the Elsa Police Department can not answer calls for service or emergency calls, the Sheriff's Office would need to respond to these calls as it falls within our responsibilities. Based on this fact, it is in the best interest of the Sheriff's Office to transfer the surpluses vehicles to the Elsa Police Department.

Should you have any questions, please feel free to contact Lieutenant Richard Ozuna, Hidalgo County Sheriff's Office at 956-393-6022 and/or email richard.ozuna@hidalgoso.org who will be my designated point of contact.

Sincerely,

Guadalupe "Lupe" Treviño
Sheriff, County of Hidalgo

RECEIVED
MAR 17 2009
By 3:47

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Unit	Make	Year	Model	Vin#	Plate	Color	Miles	Asset#
24	Ford	2000	Crown Victoria	2FAFP71W3YX113655	772-373	white	310883	33989
25	Ford	2000	Crown Victoria	2FAFP71W9YX113661	772-738	white	267927	3400
138	Ford	1998	Crown Victoria	2FAFP71W8WX162217	T98-GFL	white	279109	32242

Unit #25 **Motorola Syntor X9000 Serial #621HNL0385**



STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY**
	§	**SHERIFF'S OFFICE AND THE CITY OF ELSA, TEXAS POLICE**
	§	**DEPARTMENT FOR THE TRANSFERRING OF THREE (3)**
COUNTY OF HIDALGO	**§**	**SHERIFF'S OFFICE VEHICLES**

WHEREAS, this Agreement for the purposes of the transferring of three (3) Sheriff's Office Vehicles by Hidalgo County Sheriff's Office ("Sheriff's Office") to the City Of Elsa, Texas Police Department ("Police Department") is made under the authority of Chapter 791, Texas Government Code; and

WHEREAS, the COUNTY SHERIFF'S OFFICE and the CITY POLICE DEPARMENT agree to enter into an Interlocal Agreement for the transferring of the three (3) Sheriff's Office Vehicles that are due to be surplus due to age and high mileage by the County Sheriff's Office; and

WHEREAS, each governing body agree that due to budget constraints, the "City Of Elsa, Texas" is unable to fund new units and their current fleet is in worse conditions than the surplus County Sheriff's Vehicles; and

WHEREAS, County Sheriff's Office has county-wide jurisdiction, if the "Elsa, Texas Police Department" can not answer calls for service or emergency calls, "County Sheriff's Office" would need to respond to these calls as it falls within "County Sheriff's Office" responsibilities; pursuant to this fact, it is in the best interest of the "County Sheriff's Office" to transfer the surplus vehicles to the "Elsa, Texas Police Department"; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the "County Sheriff's Office" and "Elsa, Texas Police Department"; and

NOW, THEREFORE, the "County Sheriff's Office", acting by and through its governing body, and the "Elsa, Texas Police Department", agree to such Interlocal Agreement for the transferring of the surplus "County Sheriff's Vehicles" as stated in "Exhibit A".

This Agreement is made and entered into this _____day of _____, 2009.

COUNTY OF HIDALGO SHERIFF'S OFFICE
STATE OF TEXAS

_____
Juan D. Salinas, III, County Judge

_____
Guadalupe "Lupe" Trevino, Sheriff

ELSA, TEXAS POLICE DEPARTMENT

_____
Mario Cavazos, Police Chief

ATTEST:_____
Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS COURT:_____

APPROVED AS TO FORM:

_____
Antonio Mendoza, District Attorney's Office

AI-14593 **22.D.**

EEOC CHARGE NO. 451-2008-02049

CC REGULAR

Date:	03/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

EEOC Charge No. 451-2008-02049; Velasquez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/17/2009 01:14 PM	APRV
2	Auditor's Office		03/20/2009 03:59 PM	NEW

Form Started By: Angela Garcia — Started On: 03/17/2009 10:14 AM

Final Approval Date: 03/20/2009

AI-14594 **23.D.**

EEOC Charge No. 451-2008-02049

CC REGULAR

Date:	03/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

EEOC Charge No. 451-2008-02049; Velasquez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/17/2009 01:14 PM	APRV
2	Auditor's Office	Angela Garcia	03/20/2009 03:59 PM	APRV

Form Started By: Angela Garcia Started On: 03/17/2009 10:17 AM

Final Approval Date: 03/20/2009