AI-15104 **2.A.**

Line Item transfer to pay for water

CC CONSENT

Date:	04/21/2009
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Judge Israel Ramon, Jr., 430th D.C.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

890-->411 $ 500.00; funds available as of 04/16/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 01:02 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/17/2009 03:05 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Anna Galvan Started On: 04/17/2009 11:34 AM

Final Approval Date: 04/17/2009

AI-15104

DATE: 4/17/09

DEPARTMENT HEAD: Judge Israel Ramon, Jr.

DEPARTMENT NAME: 430th District Court

ACCOUNT NUMBER: 9-1100-412-00- 010-001-0

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-412-00-010-001-0-890	Other	->	9-1100-412-00-010-001-0-411	Water	$500.00
		->			
		->			
		->		

AI-15101 **2.B.**

Intra Dept. transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

336-->747 $ 56,500.00; Funds available as of 04/17/09

534-->532 $ 440.00; Funds available as of 04/17/09

Attachments

Link: LIT 4.17.08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 10:30 AM	APRV
2	Ana Galvan	Anna Galvan	04/17/2009 03:05 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Stephanie Palacios — Started On: 04/17/2009 10:05 AM

Final Approval Date: 04/17/2009

DATE: April 17, 2009

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 9-1100-412-00-090-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) 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 Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	Computer Services	747	Software	$ 56,500.00
534	Internet	532	Wireless Devices	440.00
			TOTAL	**$56,940.00**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-14997 **2.C.**

2009 Public Defender's Office - (1100)

CC CONSENT

Date: 04/21/2009
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Public Defender (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-412-30-085-003-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds of $1,800.00 available as of 04/09/09.

Attachments

Link: Line Item Transfer -1100

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/09/2009 09:18 AM	APRV
2	Sylvia Solis	Sylvia Solis	04/09/2009 10:57 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Yvette Pacheco
Started On: 04/09/2009 08:45 AM

Final Approval Date: 04/17/2009

DATE: **APRIL 8, 2007**

DEPARTMENT HEAD: Jaime Gonzalez

DEPARTMENT NAME: Public Defenders

ACCOUNT NUMBER: 9-1100-412-30-085-003-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-412-30-085-003-0-583	Travel out of County	➔	9-1100-412-30-085-003-0-531	Telephone	1,000.00
		➔			
		➔			
		➔			
				T O T A L	**$1,000.00**

REASON: To cover expenditures for the remainder of the fiscal year

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-15024 **2.D.**

Intradepartmental Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Irma Castillo, PLANNING DEPT.
Submitted For:	Irma Castillo
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Funds available account balance as of 4/15/2009

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:19 AM	APRV
2	JC Carreon	JC Carreon	04/15/2009 01:57 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Irma Castillo Started On: 04/15/2009 08:30 AM

Final Approval Date: 04/17/2009

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

HIDALGO COUNTY
PLANNING DEPT.

DATE: April 14, 2009

DEPARTMENT HEAD: __Raul E. Sesin, P.E._____

REVISED 04/17/2008
AGENDA ITEM 15024

DEPARTMENT NAME:__Planning Department_____

ACCOUNT NUMBER: 9-1100-419-10-210-001-0-XXX

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-419-10-210-001-0-442	Rental of Equip & Veh	→	9-1100-419-10-210-001-0-607	Household and Janitorial Supplies	$35.00
9-1100-419-10-210-001-0-442	Rental of Equip & Veh	→	9-1100-419-10-210-001-0-619	Other Misc. Supplies	$60.00
9-1100-419-10-210-001-0-747	Software	→	9-1100-419-10-210-001-0-601	Office & Computer Supplies	$760.26
9-1100-419-10-210-001-0-747	Software	→	9-1100-419-10-210-001-0-661	Minor Office Furniture	$320.72
9-1100-419-10-210-001-0-747	Software	→	9-1100-419-10-210-001-0-665	Minor Computer Equipment	$3,173.60
					$4,349.58

Reason: Need to purchase Household supplies and Miscellenous Supplies (coffee pot, pick and shovel). Upgrading the existing server (purchasing all necessary hardware, cable, memory storage cards, mounting kits, adapter cleaning cartridge, etc.). We realize object 747 is restricted however, the items being purchased are for the same use.

_____
Department Head Signature

_____ _____ ____/____/____ _____
Approved Commissioners' Court Date _____
Attest County Clerk

LIT042109C

AI-15100 **2.E.**

LIT

CC CONSENT

Date:	04/21/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Eufracio
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Auditors (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-415-21-170-001-0-XXX

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

BUDGETARY IMPACT:
funds available as of 4-17-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	04/17/2009 09:43 AM	APRV
2	Budget & Management	Veronica Lopez	04/17/2009 10:00 AM	APRV
3	Noe Cavazos	NOE CAVAZOS	04/17/2009 01:36 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Damaris San Miguel Started On: 04/17/2009 09:18 AM

Final Approval Date: 04/17/2009

DATE: April 17, 2009

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 8-1100-415-21-170-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9 -1100 -415 -21 -170 -001 -0 -890	OTHER	->	9 -1100 -415 -21 -170 -001 -0 -532	WIRELESS DEVICES	1,500.00
					$ 1,500.00

REASON: TRANSFER NEEDED TO COVER THE MONTHLY SERVICE CHARGE FOR 2 DATA CARDS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15003 **2.F.**

Health Division - Immunization Line Item Trf

CC CONSENT

Date: 04/21/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Imm (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-012-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

603-->619 $ 3,000.00; Funds available as of 04/09/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/09/2009 02:08 PM	APRV
2	Ana Galvan	Anna Galvan	04/09/2009 03:26 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Dan Beltran Started On: 04/09/2009 01:48 PM

Final Approval Date: 04/17/2009

Date: April 9, 2009
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 9-1293-441-00-340-012-9 Immunization Grant
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
9-1293-441-00-340-012-9-603	Educational Instruct Sup	9-1293-441-00-340-012-9-619	Other Misc Supplies	$ 3,000.00
			Amount	$ 3,000.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-15076 **2.G.**

Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4/16/2009

Attachments

Link: INTR-DEPT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 11:29 AM	APRV
2	JC Carreon	JC Carreon	04/16/2009 01:15 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Edna Kirby Started On: 04/16/2009 08:27 AM

Final Approval Date: 04/17/2009

DATE: April 14, 2009

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 9-1100-415-00-200-001-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) 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 Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
601	INFO TECH - OFFICE & COMPUTER SUPPLIES	619	INFO TECH - OTHER MISC SUPPLIES	$290.99
			TOTAL	**$290.99**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-15016 **2.H.**

Prof. services transfer

CC CONSENT

Date: 04/21/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

890-->339 $ 300.00; Funds available as of 04/16/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 04:11 PM	APRV
2	Ana Galvan	Anna Galvan	04/16/2009 03:53 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Angela Garcia Started On: 04/14/2009 03:53 PM

Final Approval Date: 04/17/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: April 14, 2009

DEPARTMENT HEAD: JUDGE HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 9-1243-412-00-023-002-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
890	OTHER	339	OTHER PROFESSIONAL SVS.	$300.00
			TOTAL	**300.00**

REASON: TO PAY OUTSTANDING INVOICE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-15094 **2.I.**

HIDTA Task Force

CC CONSENT

Date: 04/21/2009
Submitted By: Nelda Olivarez, HIDTA
Department: HIDTA
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - HIDTA Task Force (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04/17/2009 439-->812,831

Attachments

Link: Transfer#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 08:24 AM	APRV
2	JC Carreon		04/17/2009 04:35 PM	PEND
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Nelda Olivarez Started On: 04/16/2009 03:05 PM

Final Approval Date: 04/17/2009

DATE: April 16, 2009 Transfer Number: 2

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: Hidalgo County HIDTA Task Force

ACCOUNT NUMBER: 9-1252-412-00-270-012-0-xxx *(U.S. Dept of Treasury)*

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
9-1252-412-00-270-012-0- 439	Other R&M Service	9-1252-412-00-270-012-0- 812	Software Lic. Renewal	1,000.00
9-1252-412-00-270-012-0- 439	Other R&M Service	9-1252-412-00-270-012-0- 831	Court Costs	6,000.00
TOTAL				**7,000.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____ __/__/__ _____ __/__/__

Rene Guerra DATE Attest County Clerk DATE

_____ __/__/__ _____ __/__/__

Budget Officer DATE Approved Commissioners' Court DATE

AI-15048 **2.J.**

2009 - District Attorney's Office - 1222

CC CONSENT

Date: 04/21/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney's Office (1222)

BACKGROUND

Need to purchase computer software and will need to pay for computer services.

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:
funds available as of 4-16-09

Attachments

Link: DAHCLIT09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 04:08 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/16/2009 02:17 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Roy Cazares Started On: 04/15/2009 02:50 PM

Final Approval Date: 04/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **April 21, 2009**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **9-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
584	Registration fees	→	603	Educational Supplies	$ 225.00
665	Minor Computer Equipment	→	336	Computer Services	$ 3,500.00
601	Office & Computer Supplies	→	667	Minor Software	$ 1,250.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 4,975.00**

REASON: Monies will be used to purchase computer software and pay for computer services.



for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-15047 **2.K.**

2009 - District Attorney's Office - 1100

CC CONSENT

Date: 04/21/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04/15/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 03:15 PM	APRV
2	JC Carreon	JC Carreon	04/15/2009 04:38 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Roy Cazares Started On: 04/15/2009 02:42 PM

Final Approval Date: 04/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **April 20, 2009**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **9-1100-412-00-080-002-0-XXX - GENERAL FUND**
SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's 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 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
432	Equipment & Vech R&M Servic	→	342	Information & Credit Services	$ 90.00
583	Travel Out of County	→	336	Computer Services	$ 240.00
583	Travel Out of County	→	601	Office Supplies	$ 5,000.00
		→			
		→			
		→			
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 5,330.00**

REASON: Monies will be used to pay for Lexis-Nexis services, computer software/services & office supplies. We are spending between $800-$1,000 on toner for the printers and we also need to purchase some supplies.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-15109 **2.L.**

Intradepartmental Transfer - General Litigation

CC CONSENT

Date: 04/21/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - General Litigation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-415-30-115-021-0-XXX

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

BUDGETARY IMPACT:
funds available as of 4-17-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 01:55 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/17/2009 02:32 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Rolando Garcia Started On: 04/17/2009 01:38 PM

Final Approval Date: 04/17/2009

DATE: April 20, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for General Litigation (1100)

ACCOUNT NUMBER: 9-1100-415-30-115-021-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
339	GENERAL LITIGATION-OTHER PROF SRV	333	GENERAL LITIGATION-LEGAL SERVICES	50,000.00
			TOTAL	50,000.00

REASON: TRANSFER TO COVER ANTICIPATED EXPENDITURES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-15046 **2.M.**

transfer - Litigation

CC CONSENT

Date: 04/21/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - General Litigation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-30-115-021-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-16-09

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 03:10 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/16/2009 03:00 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Monica Badillo Started On: 04/15/2009 02:22 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

DEPARTMENT HEAD: _____

AI-15046
CC 4/21/09

DEPARTMENT NAME: GENERAL LITIGATION

ACCOUNT NUMBER: 9-1100-415-30-115-021-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) 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 Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
339	Other Prof. Services	333	Legal Services	70,000.00
820	Claims/Judgments not cov. by ins.	333	Legal Services	15,000.00
			TOTAL	85,000.00

REASON: To pay for legal fees invoices.

_____
DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____
APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-15031 **2.N.**

Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office OCDE (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1284-421-00-280-037-9-XXX

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

BUDGETARY IMPACT:

584-->320 $18,000.00; available balance as of 04/15/09 $20,000.00

Attachments

Link: LIT

Form Routing/Status

Form Started By: Emilia Uriegas Started On: 04/15/2009 10:42 AM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDE

ACCOUNT NUMBER: 9-1284-421-00-280-037-9-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1284-421-00-280-037-9-584	Registration Fees	→	9-1284-421-00-280-037-9-320	Professional	18,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$18,000.00

REASON: To adjust budget for funding of the Calibre Press Street Survival Seminar for up to, but not limited to, 100 law enforcement officers. Seminar is to be hosted by the Hidalgo County Sheriff's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-15021 **2.O.**

Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Priscilla Garcia, COUNTY CLERK
Submitted For:	Priscilla Garcia
Department:	COUNTY CLERK
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-17-09

Attachments

Link: LIT

Link: Copy Graphics

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:39 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/17/2009 10:33 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Priscilla Garcia Started On: 04/14/2009 04:30 PM

Final Approval Date: 04/17/2009

DATE: April 20, 2009

DEPARTMENT HEAD: Arturo Guajardo, Jr.

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) 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 Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
341	ARCHIVE-DATA MGMT & PROC	672	R & M SUPPLIES EQ & VEH	700.00
			TOTAL	700.00

REASON: To fund expected expenditure for Copy Graphics

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

copy graphics

221 North Tenth St. McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

PROPOSAL

Company Name	Hidalgo County Purchasing	Contact	Daniel Flores
Address	2802 S Closner Blvd	City/State/Zip	Edinburg, TX 78539
Tel / Fax	956-318-2626 / 956-318-2629	Date	April 10, 2009

EQUIPMENT DESCRIPTION	EACH	AMOUNT
MBM Shredder Parts:		
(1) 9001-444 BOLT	$4.00	$4.00
(1) 4101-070 GEAR	61.10	61.10
(1) 4104-254 ASSEMBLY GEAR	206.60	206.60
(4) 9001-492 BOLTS	4.00	16.00
(1) 4103-281	33.14	33.14
(1) 4101-080	35.24	35.24
(8) 9001-559 WASHER	4.00	32.00
(4) 9001-503 NUTS	4.00	16.00
(4) 4104-266 RODS	31.24	124.96
(2) 4101-063 BOLTS	4.00	8.00
(1) 4101-062 PLATE	4.00	4.00
(1) 9001-628 BEARING	68.06	68.06
(2) 4101-065	11.40	22.80
(1) 4101-097	$25.68	25.68
	Subtotal	**$657.58**
	Sales Tax	Exempt
	Total*	**$657.58**

SPECIAL CONSIDERATIONS

SERVICE WARRANTY:

This proposal is subject to change by either party. Upon reaching a final decision that is agreeable to both parties, an agreement will be executed.

Authorized Signature

Ana Escobar
Sales Representative

AI-15032 **2.P.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

432-->434 $ 250.00; Funds available as of 04/16/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:24 AM	APRV
2	Ana Galvan	Anna Galvan	04/16/2009 04:11 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Rachel Cavazos Started On: 04/15/2009 10:53 AM

Final Approval Date: 04/17/2009

DATE: April 20, 2009

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1100-421-00-293-001-0-XXX

SUBJECT: **Intradepartmental Transfer/s (increase/decrease) 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 Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
432	**Equipt. & Vehicle R & M Services**	**434**	**Vehicle Repair & Maintenance**	**250.00**
			TOTAL	**250.00**

REASON: **To cover an invoice from 12-22-08. Original Invoice was misplaced by the department and we need to get the vendor payment.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-15058 **2.Q.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1220)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1220-421-00-293-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04/16/2009 583-->584

Attachments

Link: Line Item Transfer 04-21-09(2)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:57 AM	APRV
2	JC Carreon	JC Carreon	04/16/2009 10:14 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Rachel Cavazos Started On: 04/15/2009 03:43 PM

Final Approval Date: 04/17/2009

DATE: April 20, 2009

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1220-421-00-293-002-0-xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) 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 Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	Out of County Employee Travel	584	Registration Fees	700.00
			TOTAL	700.00

REASON: To cover registration fees for deputies attending an out of county conference to be held in Kerrville Texas in June 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-15029 **2.R.**

Budget Line-Item Transfer for expected expenditures

CC CONSENT

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $40,000.00 as of 04/15/2009 into the following codes:

532---> $500.00
619---> $500.00
748---> $12,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 02:42 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/16/2009 02:58 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 09:59 AM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1100-432-00-122-001-0-XXX Sanitation

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
719	LAND	532	WIRELESS DEVICES	$500.00
719	LAND	619	OTHER MISCELLANEOUS SUPPLIES	$500.00
719	LAND	748	OTHER EQUIPMENT	$12,000.00
			TOTAL	$13,000.00

REASON:
Transfer needed to cover negative balance on account and to cover any other changes on codes made by Auditors effective 04/01/2009.

DEPARTMENT HEAD SIGNATURE

4/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15042 **2.S.**

Budget Line-Item Transfer for Object Code Changes

CC CONSENT

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 San Juan CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-018-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $6,535.48 (from 739) as of 04/15/2009 for the following codes:

532 ----> $500.00
609 ----> $1,000.00
619 ----> $5000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 02:45 PM	APRV
2	JC Carreon	JC Carreon	04/15/2009 04:42 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 02:09 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1100-466-00-122-018-0-XXX CRC-San Juan

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
739	OTHER STRUCTURES	532	WIRELESS SERVICES	$500.00
739	OTHER STRUCTURES	609	AGRICULTURE & LANDSCAPING SUPPLIES	$1,000.00
739	OTHER STRUCTURES	619	OTHER MISCELLANEOUS SUPPLIES	$500.00
			TOTAL	**$2,000.00**

REASON:
Transfer needed to cover some object code changes done that were effective 04/01/2009.

DEPARTMENT HEAD SIGNATURE

4/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15044 **2.T.**

Budget Line-Item Transfer for Office

CC CONSENT

Date: 04/21/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Admin. (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of $7,500.00 (from 431) as of 04/15/2009 into the following codes:

601 -----> $500.00
619 -----> $1,000.00

FISCAL YEAR: 9 ACCT. #: 9-1202-431-00-122-005-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

funds available as of 4-16-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 02:47 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/16/2009 11:27 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 02:15 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-005-0-XXX Administration

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BUILDING R&M SERVICE	601	OFFICE & COMPUTER SUPPLIES	$500.00
431	BUILDING R&M SERVICE	619	OTHER MISCELLANEOUS SUPPLIES	$1,000.00
			TOTAL	**$1,500.00**

REASON:
Transfer needed for the continued operation of the department

DEPARTMENT HEAD SIGNATURE

3/11/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15045 **2.U.**

Budget Line-Item Transfer for object code changes

CC CONSENT

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $10,550.00 (from 339) as of 04/15/2009 into the following codes:

532 -----> $4,000.00
619 -----> $4,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 02:48 PM	APRV
2	Ana Galvan	Anna Galvan	04/17/2009 09:59 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 02:20 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX Road & Bridge

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
339	OTHER PROFESSIONAL SERVICES	532	WIRELESS SERVICES	$4,000.00
339	OTHER PROFESSIONAL SERVICES	619	OTHER MISCELLANEOUS SUPPLIES	$4,000.00
			TOTAL	$8,000.00

REASON:
Transfer needed for expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

4/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15055 **2.V.**

Pct. No. 2 BCAP Transfer Red Barn

CC CONSENT

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Border Colonia Access Program (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-122-605-1-XXX

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

BUDGETARY IMPACT:

From 841 to 733 in the amount of $2,421.20.
Funding available for transfer as of 4/16/09.

Attachments

Link: RED BARN 841 TO 733

Link: Account Balance Red Barn Pct. #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	04/16/2009 09:12 AM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 03:34 PM	APRV
3	Budget & Management	Veronica Lopez	04/16/2009 03:44 PM	APRV
4	Veronica Ortiz	Veronica Ortiz	04/17/2009 09:53 AM	APRV
5	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Marcie Jackson Started On: 04/15/2009 03:33 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-605-1-XXX

AI-15055

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	RED BARN-AID TO GOVT AGENCY	733	RED BARN-DRAINAGE DITCHES	$2,421.20
			TOTAL	2,421.20

REASON:
Transfer from (841)RED BARN-AID TO GOVT AGENCY TO (733)RED BARN-DRAINAGE DITCHES in the amounts of $2,421.20 to cover future expenses for completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

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
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	1,000.43	.00	274.05	274.05	726.38	27.39
9-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	1,063.02	1,063.02	1,063.02	.00	100.00
9-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
9-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	17,370.82	.00	.00	.00	17,370.82	.00
9-1311-431-00-122-605-1-841	RED BARN-AID TO GOVT AGENCY	26,276.02	22,202.85	.00	.00	4,073.17	84.50
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**47,203.05**	**23,695.61**	**1,337.07**	**1,337.07**	**22,170.37**	**53.03**
9 YEAR		**47,203.05**	**23,695.61**	**1,337.07**	**1,337.07**	**22,170.37**	**53.03**

AI-15085 **2.W.**

Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

672 - -> 742 = $5,927.21

Available account balance as of 4/16/09.

Attachments

Link: Intra 15085

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 01:57 PM	APRV
2	Ana Galvan	Anna Galvan	04/17/2009 11:15 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Perla Lopez

Started On: 04/16/2009 11:40 AM

Final Approval Date: 04/17/2009

DATE: April 16, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precinct #3

ACCOUNT NUMBER: 9-1100-432-00-123-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	Sanitation Pct. #3 - Eq&Veh R&M Supplies	742	Sanitation Pct. #3 - Heavy Equipment	5,927.21
			TOTAL	5,927.21

REASON: Transfer of funds to cover negative.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15083 **2.X.**

Line Item Transfer

CC CONSENT

Date:	04/21/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 4-16-09

Attachments

Link: Intra 15083

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 01:53 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/16/2009 02:55 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Perla Lopez Started On: 04/16/2009 11:26 AM

Final Approval Date: 04/17/2009

DATE: **April 16, 2009**

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Budget & Management for Precinct #3**

ACCOUNT NUMBER: **9-1100-432-00-123-001-0-XXX**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
672	Sanitation Pct. #3 - Eq&Veh R&M Supplies	**681**	Sanitation Pct. #3 - Vehicle R&M Supplies	**75.00**
			TOTAL	**75.00**

REASON: **Transfer of funds to cover negative.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-15063 **2.Y.**

Pct #3 Transfer

CC CONSENT

Date: 04/21/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-380-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-16-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:59 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/16/2009 03:04 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Norma Ceballos Started On: 04/15/2009 04:07 PM

Final Approval Date: 04/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/21/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-123-380-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
899	La Homa Grove Estates-Contingency	339	La Homa Grove Estates -Other Prof Srv	1,157.70
			TOTAL	**$1,157.70**

REASON: To cover expected expense, The Monitor

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15062 **2.Z.**

Pct #3 Transfer

CC CONSENT

Date: 04/21/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-591-0-899

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

BUDGETARY IMPACT:

899-->339 $ 1,157.70; Funds available as of 04/17/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:59 AM	APRV
2	Ana Galvan	Anna Galvan	04/17/2009 10:37 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Norma Ceballos Started On: 04/15/2009 03:57 PM

Final Approval Date: 04/17/2009

INTRADEPARTMENTAL TRANSFER

DATE: April 21, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-123-591-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
899	Ramon Leal Subd.-Contingency	339	Ramon Leal Subd.-Other Prof Srv.	1,157.70
			TOTAL	**$1,157.70**

REASON: To cover expected expense, The Monitor

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15060 **2.AA.**

Pct #3 Transfer

CC CONSENT

Date: 04/21/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-123-350-0-XXX

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

BUDGETARY IMPACT:
funds available as of 4-16-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:58 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/16/2009 11:59 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Norma Ceballos Started On: 04/15/2009 03:48 PM

Final Approval Date: 04/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/21/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1311)

ACCOUNT NUMBER: 9-1311-431-00-123-350-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
733	Jessan S/D - Drainage Ditches	339	Jessan S/D - Other Prof Srv.	$ 1,157.70
			TOTAL	**$ 1,157.70**

REASON: To cover expected expense, The Monitor

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15051 **2.BB.**

Pct #3 Transfer

CC CONSENT

Date: 04/21/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-123-911-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-16-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:49 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/16/2009 03:02 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Norma Ceballos Started On: 04/15/2009 03:17 PM

Final Approval Date: 04/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/21/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1311)

ACCOUNT NUMBER: 9-1311-431-00-123-911-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
334	Resub Plat Jimenez -Eng & Arch Srv	339	Resub Plat Jimenez - Other Prof Srv	$ 1,138.57
733	Resub Plat Jimenez -Drainage Ditches	339	Resub Plat Jimenez - Other Prof Srv	$ 19.13
			TOTAL	**$ 1,157.70**

REASON: To cover expected expense, The Monitor

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15026 **2.CC.**

Pct. #4 R&B Transfer

CC CONSENT

Date: 04/21/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #4 R&B Transfer (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 4-16-09

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:21 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/16/2009 11:00 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Jr. Munoz Started On: 04/15/2009 09:11 AM

Final Approval Date: 04/17/2009

DATE: 04/15/09 **AI#** 15026

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
672	Rrp & Maint Sup Equip	619	Other Misc Supplies	5,000.00
672	Rrp & Maint Sup Equip	663	Small Tools	13.47
672	Rrp & Maint Sup Equip	681	Vehicle R&M Supplies	6.80
			TOTAL	5,020.27

REASON: To cover pending expenses & negative balances.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-15013 **4.A.**

District Clerk March 2009 Fee Report

CC CONSENT

Date:	04/21/2009
Submitted By:	Norma Martinez, DISTRICT CLERK
Submitted For:	Norma Martinez
Department:	DISTRICT CLERK
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Clerk:
Approval of monthly fees report for the month of March 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: District Clerk March 2009 Fee Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 02:59 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/15/2009 08:41 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Norma Martinez — Started On: 04/14/2009 02:22 PM

Final Approval Date: 04/17/2009

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF MARCH 2009

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))			# OF CASES					
DIVORCE & FAMILY LAW CASES	$ 16,600.00							
LESS: PARTIAL PAYMENT	$ (5.00)	$ 16,605.00	# 369	X $45.00	=	$ 16,605.00	1100-207-20-000-051-0-000	$ 16,605.00
OTHER THAN DIVORCE/FAMILY	$ 14,900.00							
LESS: PARTIAL PAYMENT	$ (100.00)	$ 15,000.00	# 300	X $50.00	=	$ 15,000.00	1100-207-20-000-052-0-000	$ 15,000.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))								
DIVORCE & FAMILY LAW CASES	$ 470.00							
LESS: PARTIAL PAYMENT	$ -	$ 470.00	# 94	FAMILY X $5.0(	=	$ 470.00		
OTHER THAN DIVORCE/FAMILY	$ 920.00							
LESS: PARTIAL PAYMENT	$ -	$ 920.00	# 92	CIVIL X $10.00	=	$ 920.00	1100-207-20-000-050-0-000	$ 1,390.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 18	CASES	=	$ 666.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08.			# 644	CASES	=	$ 27,048.00	1100-207-20-000-055-0-000	$ 27,714.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00							1100-341-10-090-011-0-000	$ 4,395.00
CLERK COST (GC 51.317(b)(1)&(b-1))		$ 33,195.00	$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000					
OTHER CLERK COST (GC51.317-319)		$ 19,693.11				$ 52,888.11		
TIME PAYMENT (LGC 133.103) @$10.00						$ 1,796.92		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))						$ 7,313.25		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)						$ 288.69		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)						$ 2,113.65		
NSF CHECK FEE (LGC 118.141)						$ -		
TOTAL CLERK'S FEES							1100-341-10-090-001-0-000	$ 64,400.62
INTEREST EARNED FOR THE MONTH OF MARCH 2009							1100-361-11-000-005-0-000	$ 2,968.90
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)							1100-341-10-090-007-0-000	$ 200.73
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)							1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00							1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50							1100-341-10-090-002-0-000	$ 449.23
TIME PAYMENT (LGC 133.103) @ $12.50							1100-207-20-000-005-0-000	$ 2,246.16
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00							1100-341-10-090-003-0-000	$ 3,282.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00							1100-207-20-000-001-0-000	$ 2,965.00
MASTER COURT FEES (14.82gFC) @$7.00							1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00							1100-341-10-090-006-0-000	$ 7,184.79
PASPORT EXECUTION FEE @$25.00							1100-341-10-090-013-0-000	$ 17,545.00
PASPORT PHOTO FEE @$15.00							1100-341-10-090-014-0-000	$ 4,125.00
SHERIFF FEES (CCP 102.011)		$ 15,382.18						
SHERIFF FEES (HCSO)		$ 5,311.90					1100-342-10-90-001-0-000	$ 20,694.08
CONSTABLE FEES(CCP 102.011) PCT. 1							1100-342-10-291-000-0-000	$ -
PCT. 2							1100-342-10-292-000-0-000	$ -
PCT. 3							1100-342-10-293-000-0-000	$ -
PCT. 4							1100-342-10-294-000-0-000	$ -
PCT. 5							1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)							1100-351-20-090-001-0-000	$ 22,666.73
FINES (LGC 113.004)							1200-351-10-090-000-0-000	$ 126,555.69
BOND FORFEITURES (CCP 22.16)							1200-352-10-090-001-0-000	$ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)							1241-341-10-090-001-0-000	$ 3,881.27
# _____ CIVIL FILINGS X $5.00 =		$ 3,025.00						
# _____ FELON. CONV.X $5.00 =		$ 856.27						
# _____ MISD.CONV. X $3.00 =		$ -						
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)							1238-341-20-090-001-0-000	$ 7,197.23
# _____ CIVIL FILINGS X $5.00 =		$ 3,330.00						
# _____ CRIM CONV. X $22.50 =		$ 3,867.23						
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))							1235-341-10-090-000-0-000	$ 3,694.46
# _____ CIVIL FILINGS X $5.00 =		$ 3,325.00						
# - CRIM FILINGS X $2.50 =		$ 369.46						
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00							1239-341-10-090-001-0-000	$ 9,266.53
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00							1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00							1247-341-10-090-001-0-000	$ 18,162.00
OTHER COURT FEES:								
CRIMINAL CLERK FEE (CCP ART. 102.005)						$ 7,206.56		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)						$ 1,447.00		
CRIME STOPPERS - ADULT PROBATION DEPT.						$ 127.93		
MOTHERS AGAINST DRUNK DRIVING						$ 207.00		
WOMEN TOGETHER EMERGENCY SHELTER						$ -		
ESTRELLA'S HOUSE						$ 23.00		
ATTORNEY AD-LITEM						$ 750.00		
SUBTOTAL							$ 9,761.49	
LESS: LAW ENFORCEMENT LAB COSTS							$ (1,447.00)	
LESS: CRIME STOPPERS							$ (127.93)	
LESS: MOTHERS AGAINST DRUNK DRIVING							$ (207.00)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER							$ -	
LESS: ESTRELLA'S HOUSE							$ (23.00)	
LESS: ATTORNEY AD-LITEM							$ (750.00)	
TOTAL OTHER COURT FEES							1100-341-10-090-005-0-000	$ 7,206.56

NDM

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF MARCH 2009

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 23,979.48
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 21.54
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ 2.27
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 1.91
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 1.78
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 0.16
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELIQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 6.87
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 84.36
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 750.68
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 35.10
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 3.69
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 758.01
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 24.96
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 934.39
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ 20.00
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 591.18
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 673.04
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 84.09
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 15 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 420.00
EXPUNGMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-COUNTY (CCP 102.0178)	AFTER 6/15/07	1100-341-10-090-012-0-000	$ 1,178.57
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 1,178.58
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,523.49
Indigent Defense Representation Fund (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 172.77
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 229.09
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 423,471.99
TOTAL CASH RECEIVED			$ 432,258.33
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 423,471.99		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMNTS	$ 5,618.00		
TOTAL DISBURSEMENTS			$ 429,089.99
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 3,168.34

PROOF:

AMOUNT RECEIVED:		$ 1,436.41
AMOUNT LIQ.:		$ (718.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ (5.00)
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ (100.00)
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ 127.93
LAW ENFORCEMENT LAB COSTS (DPS):		$ 1,447.00
MOTHERS AGAINST DRUNK DRIVING		$ 207.00
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ 23.00
ATTORNEY AD-LITEM		$ 750.00
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE		$ -
NET AMOUNT		$ 3,168.34

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MARCH 2009

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER		AMOUNT	TREASURER REC #
CIVIL1)	03/17/09	36772		$ 47,297.96	127128
CIVIL2)	03/26/09	36819	OVER-PAID TREASURER	$ 52,392.01	127391
CIVIL3)	03/24/09	36816	$227.00 DAILY REPORT	$ 48,290.11	127349
CIVIL4)	04/01/09	36840	DATE: MARCH 10, 2009	$ 37,413.19	0
CIVIL5)	04/01/09	36841	CK#36819 $52,392.01	$ 7,836.00	0
CIVIL6)		0		$ 20,814.33	0
CIVIL7)		0		$ 145.00	0
CRM1)	03/06/09	36746		$ 31,302.06	126921
CRM2)	03/17/09	36773		$ 24,265.41	127130
CRM3)	03/17/09	36772		$ 33,852.25	127129
CRM4)	03/26/09	36820		$ 14,597.25	127389
CRM5)	03/24/09	36815		$ 25,959.07	127347
CRM6)	03/26/09	36821		$ 12,550.75	127390
CRM7)	03/31/09	36839		$ 43,052.10	127555
CRM8)	04/02/09	36842		$ 13,442.25	0
CRM9)				$ 10,262.25	0
CRM10)				$ -	
TOTAL AMOUNT OF REMITTANCES				**$ 423,471.99**	

PREPARED BY: _____ 4/3/09
BOOKKEEPER DATE

REVIEWED BY: _____ 4/7/09
ACCOUNTANT DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 4/14/09
INTERNAL AUDIT

_____ 4/14/09
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-15075 **4.B.**

March 2009 - D.A. Bad Checks Report

CC CONSENT

Date:	04/21/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Department:	DISTRICT ATTORNEY
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of Processing Fees Report for the month of March 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: DAHCRPT032009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 08:00 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/16/2009 08:37 AM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Roy Cazares — Started On: 04/15/2009 05:16 PM

Final Approval Date: 04/17/2009

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED March 31, 2009

COPY

MONIES RECEIVED

BEGINNING RECEIPT #	79012	ENDING RECEIPT #	79818

TOTAL RECEIPTS FOR THIS MONTH:	807
TOTAL RECEIPTS VOIDED THIS MONTH:	3

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$310,468.65
Court Costs Collected This Month	*CCP Art. 102.0071*	23,300.75
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	30,401.50
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	11,840.00
Overpayments/Refunds for This Month		1,944.50
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$377,955.40

DISBURSEMENTS

BEGINNING CHECK #	175604	ENDING CHECK #	176072

TOTAL CHECKS FOR THIS MONTH:	469
TOTAL CHECKS VOIDED THIS MONTH:	4

Restitution Disbursed This Month	$310,656.42
Court Costs Disbursed This Month	23,300.75
Processing Fees Disbursed- County Treasurer	30,401.50
Merchant Fees Disbursed This Month	11,840.00
Refunds of Overpayments to Defendants	1,756.73
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	1,204.78
Voided Checks This Month	0.00
Total Disbursements for This Month	$379,160.18

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 4-6-09

Prepared By — Date: 4-6-09

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-15061 **5.A.**

Pipeline Permits

CC CONSENT

Date:	04/21/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Enterprise Texas Pipeline LLC:
a. Propose to excavate in three areas within Hidalgo County ROW (Iowa Rd) 60' to repair existing facilities at two locations and install a new riser valve at the 3rd location as reflected on plats attached.

BACKGROUND

Fiscal Impact

Attachments

Link: pipeline permit

Link: Plat 1

Link: Plat 3

Link: Plat 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:58 AM	APRV
2	Dale Kennan	Dale Kennan	04/16/2009 02:44 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Sandra Garcia — Started On: 04/15/2009 03:51 PM

Final Approval Date: 04/17/2009

REVISED JANUARY 2009 FEE: $ 3.75

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 21st day of April, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Enterprise Texas Pipeline LLC hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Propose to excavate in three areas within Hidalgo County ROW (Iowa Rd) 60' to repair existing facilities at two locations and install a new riser valve at the 3rd location as reflected on plats attached.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 12" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

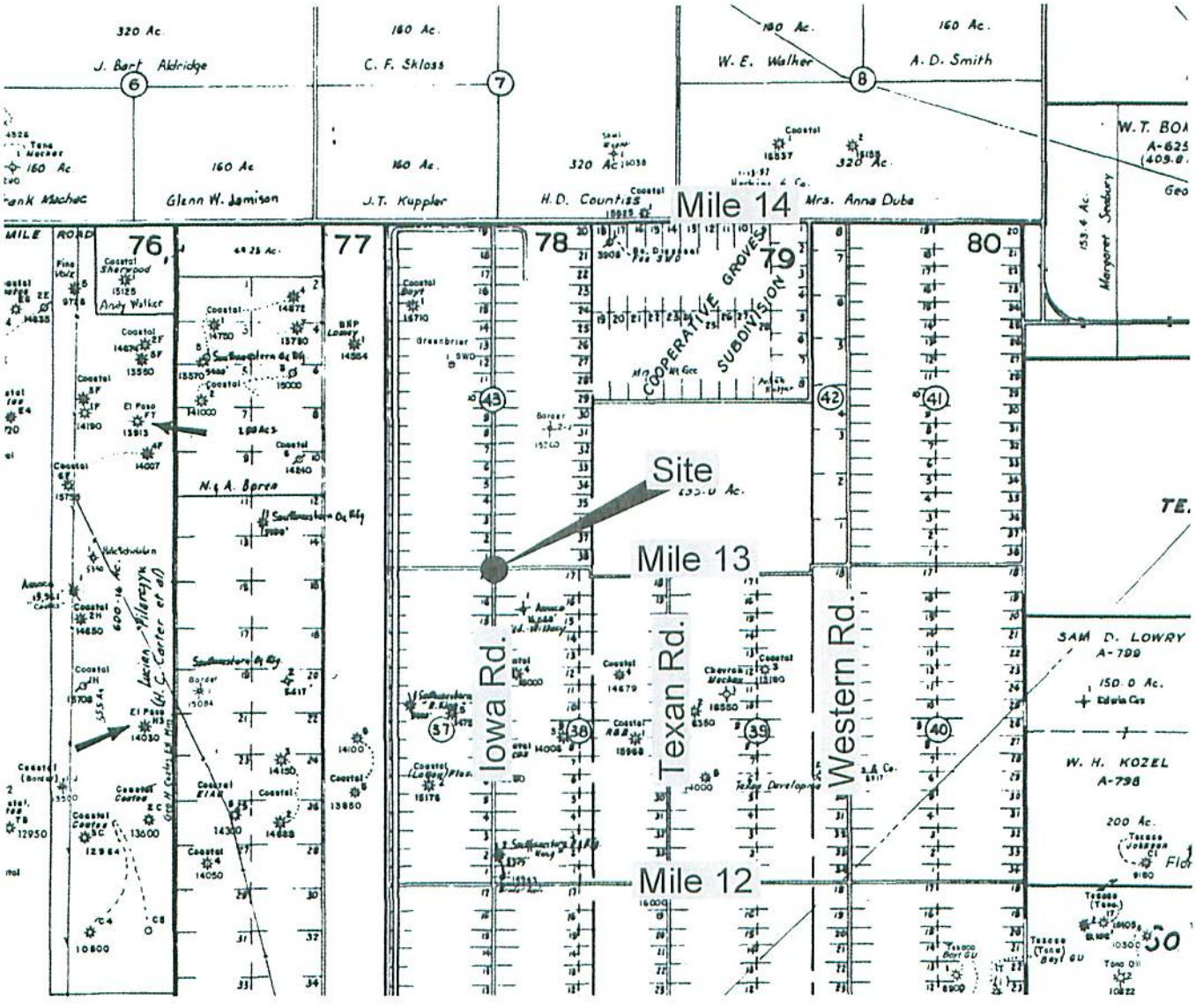
EXISTING PIPELINE

Texas Garden System (Teco) 12"

PIPELINE 607

Excavation Site for Culvert Repair and Replacement

HIDALGO COUNTY, TEXAS



Location Map

(Intersection of 13 Mile and Iowa Rd.)

REF. DWG. (031309-0065A MILE13) PL SURVEY.DWG SHT.. 1 OF 2 AFE NO. P05896 REVISED 4/13/09

ENTERPRISE TEXAS PIPELINE LLC

Prepared By: ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMAPANY
McALLEN, TEXAS

EXISTING PIPELINE CROSSING

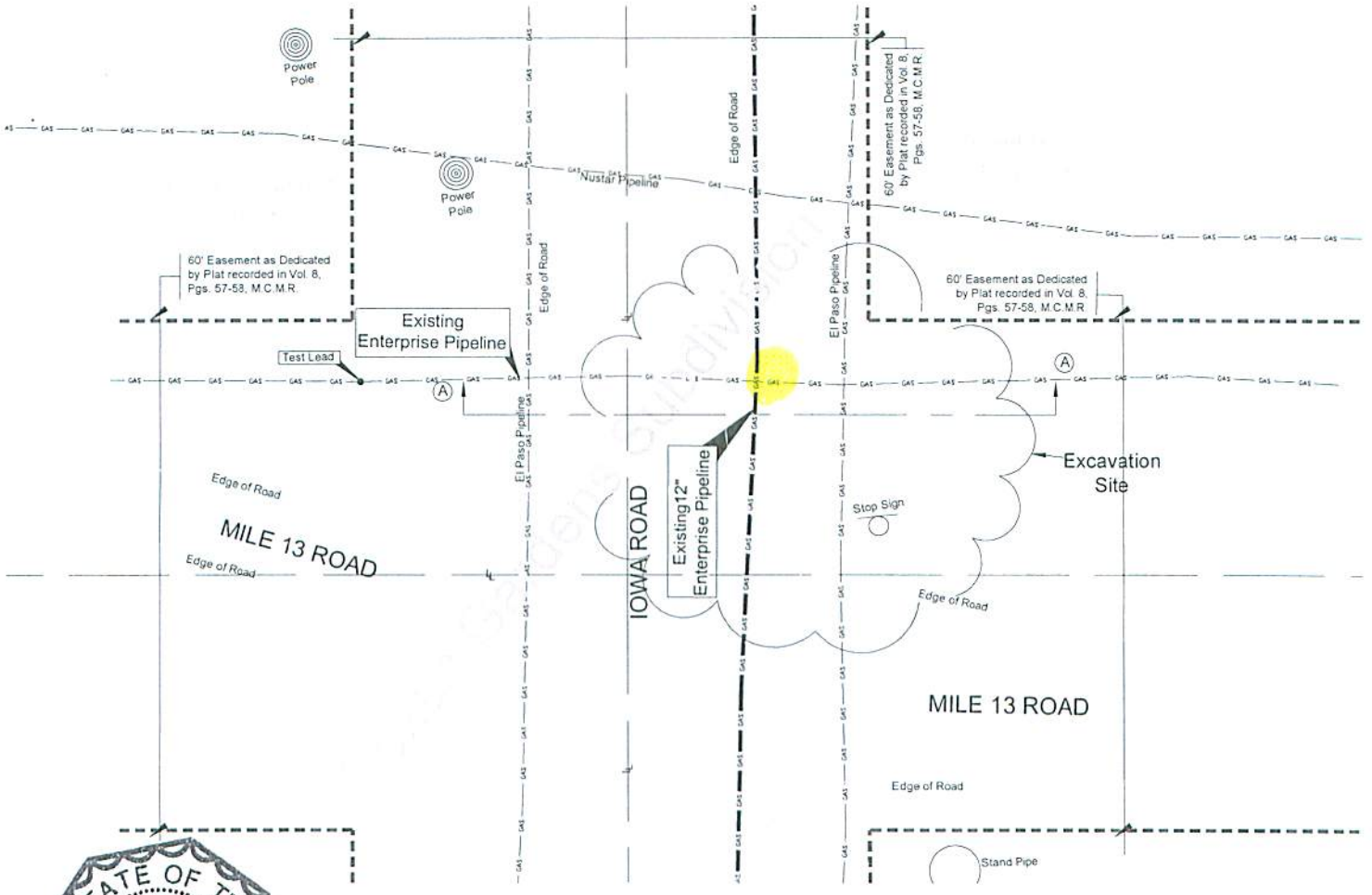
Texas Garden System (Teco) 12"

PIPELINE 607

Excavation Site for Culvert Repair and Replacement

HIDALGO COUNTY, TEXAS

DRAWN BY: SA	DATE 04/13/09	SCALE	APPROVED Design Engr.	APPROVED Supervising Engr.	
CHECKED BY: JA	DATE 04/13/09	FB. NA PG. N/A			
APPROVED BY: JA	DATE 04/13/09	AFE P05896	SHEET 1 of 2	A	DWG-607-1



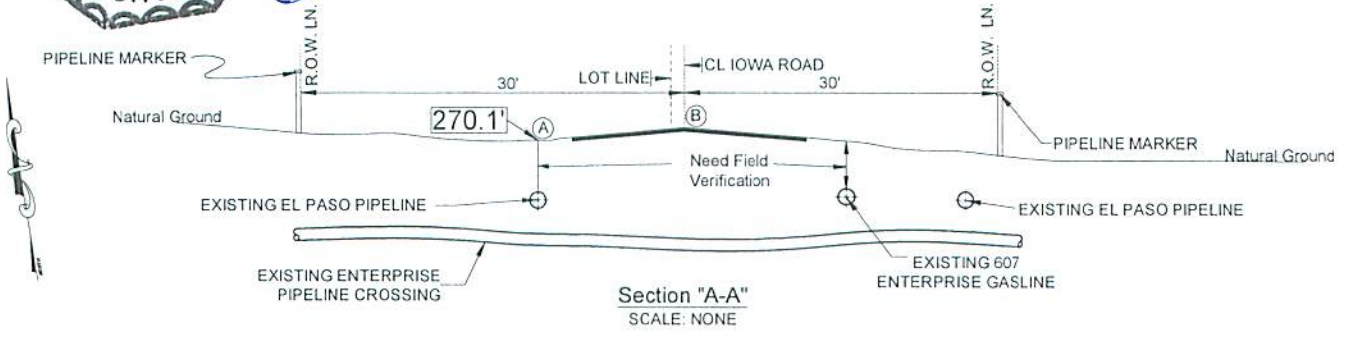
PLAN
SCALE: NONE

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

4/13/09

POINT	ELEVATION TABLE	
A	270.1'	Natural Ground
B	270.2'	Natural Ground

* Elevations are MSL, NAVD88



Section "A-A"
SCALE: NONE

PIPE DATA: Existing Line 607
(A) 12.750" O.D. x 0.250" W.T., AP15LX-52,
DESIGN PRESS: 1168 P.S.I.G. TEST PRESS: 1530 P.S.I.G.

REF. DWG. (031309-0065A MILE13) PL SURVEY.DWG SHT. 2 OF 2 AFE NO. P05896 REVISED 4/13/09

ENTERPRISE
TEXAS PIPELINE LLC

Prepared By: ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMAPANY
McALLEN, TEXAS

EXISTING PIPELINE
Texas Garden System (Teco) 12"
PIPELINE 607
Excavation Site for Culvert Repair and Replacement
HIDALGO COUNTY, TEXAS

DRAWN BY: SA	DATE 04/13/09	SCALE NTS	APPROVED Design Engr.	APPROVED Supervising Engr.	
CHECKED BY: JA	DATE 04/13/09	FB. NA PG. N/A			
APPROVED BY: JA	DATE 04/13/09	AFE P05896	SHEET 2 of 2	A	DWG-607-1

EXISTING PIPELINE CROSSING

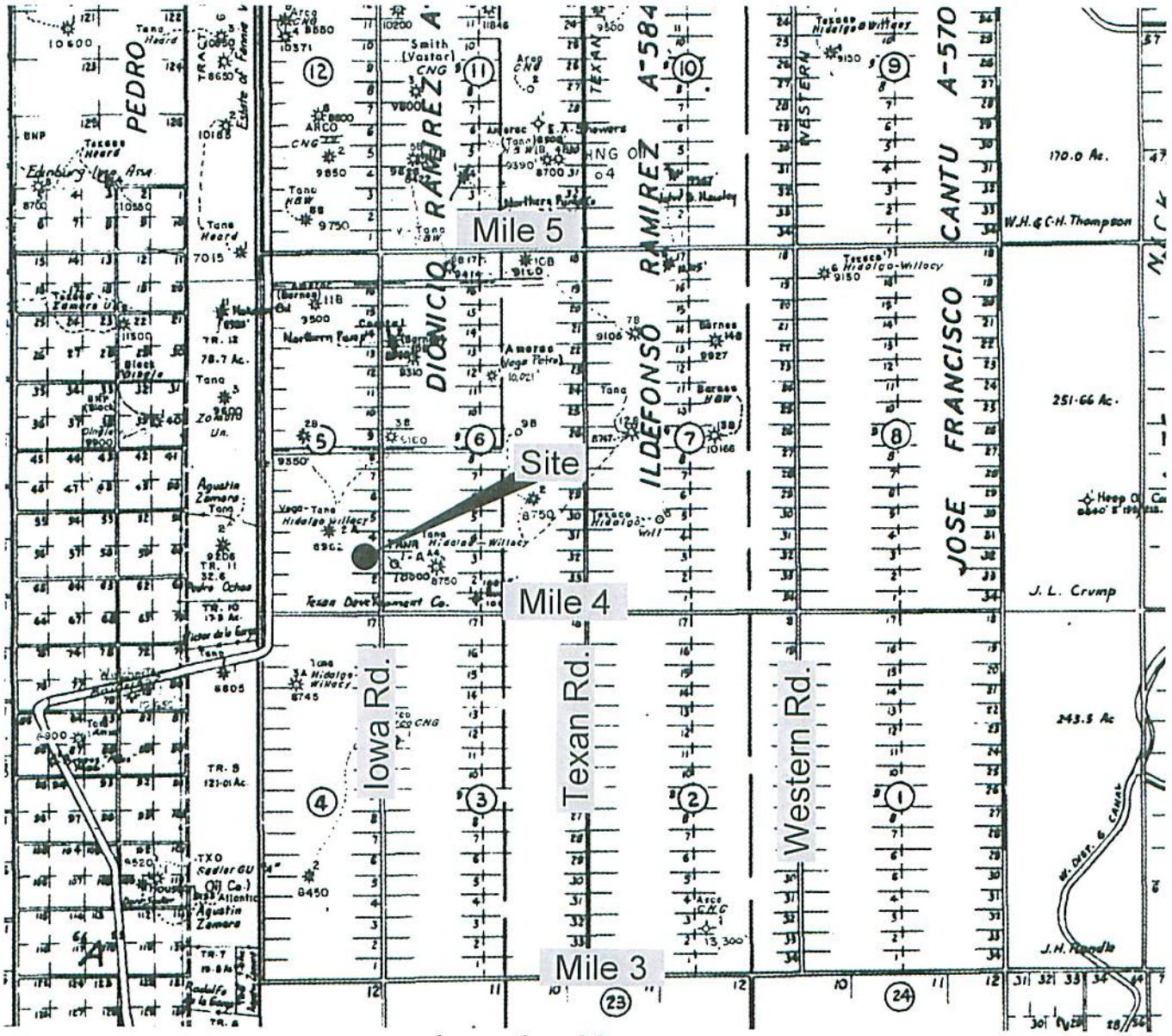
Texas Garden System (Teco) 12"

PIPELINE 607

Excavation Site for Riser Valve Installation

HIDALGO COUNTY, TEXAS

3



Location Map

(1/4 mile North of Mile 4 on Iowa Rd.)

REF. DWG. (031309-0065C MILE13) PL SURVEY.DWG SHT. 1 OF 2 AFE NO. P05896 REVISED 4/13/09

ENTERPRISE
TEXAS PIPELINE LLC

Prepared By: ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMAPANY
McALLEN, TEXAS

EXISTING PIPELINE CROSSING

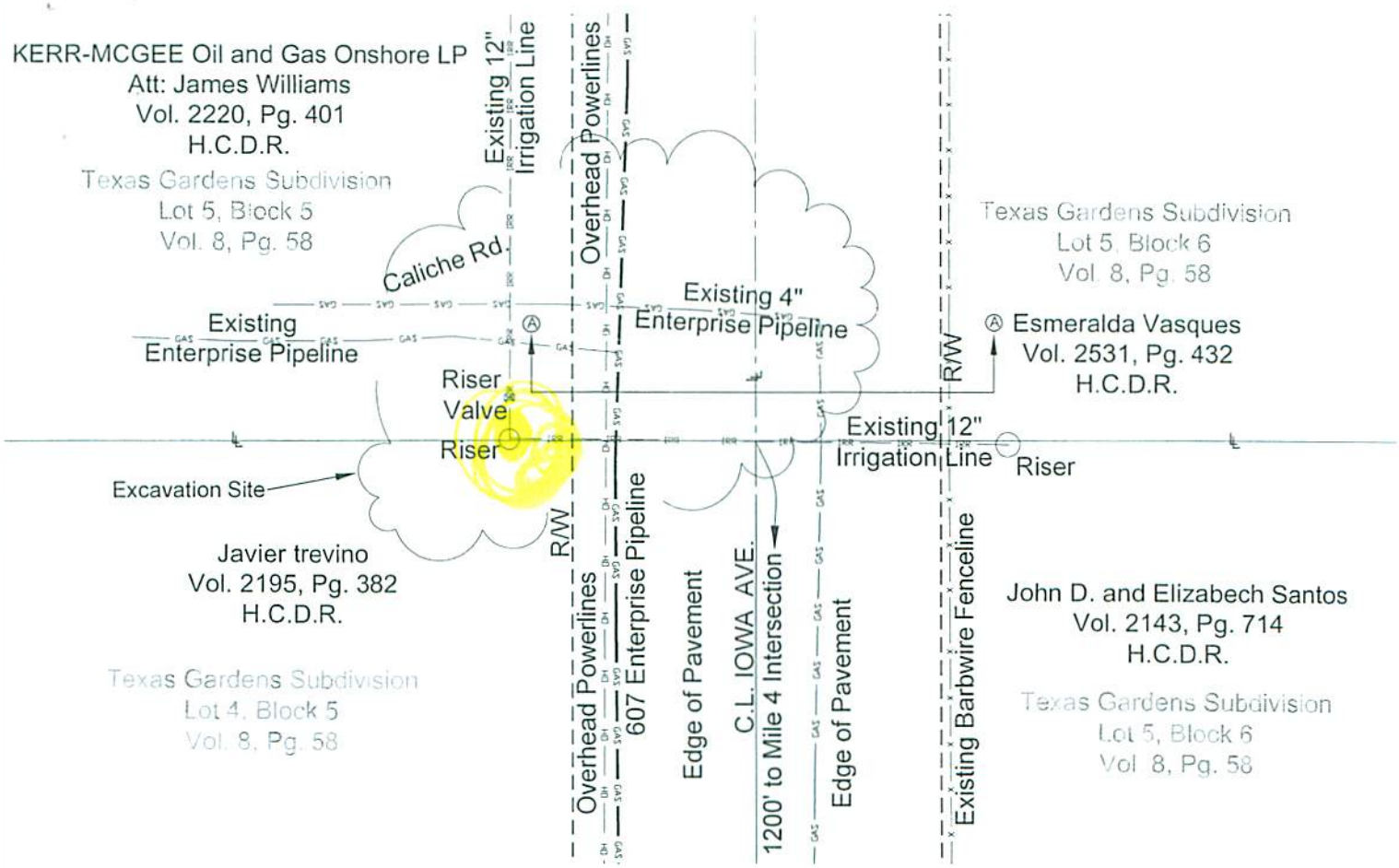
Texas Garden System (Teco) 12"

PIPELINE 607

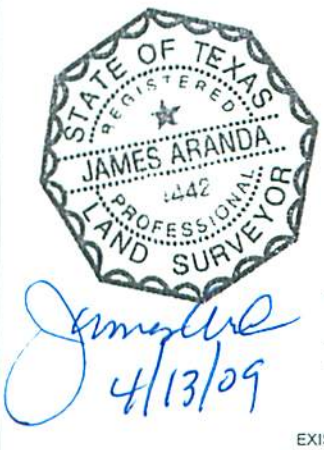
Excavation Site for Riser Valve Installation

HIDALGO COUNTY, TEXAS

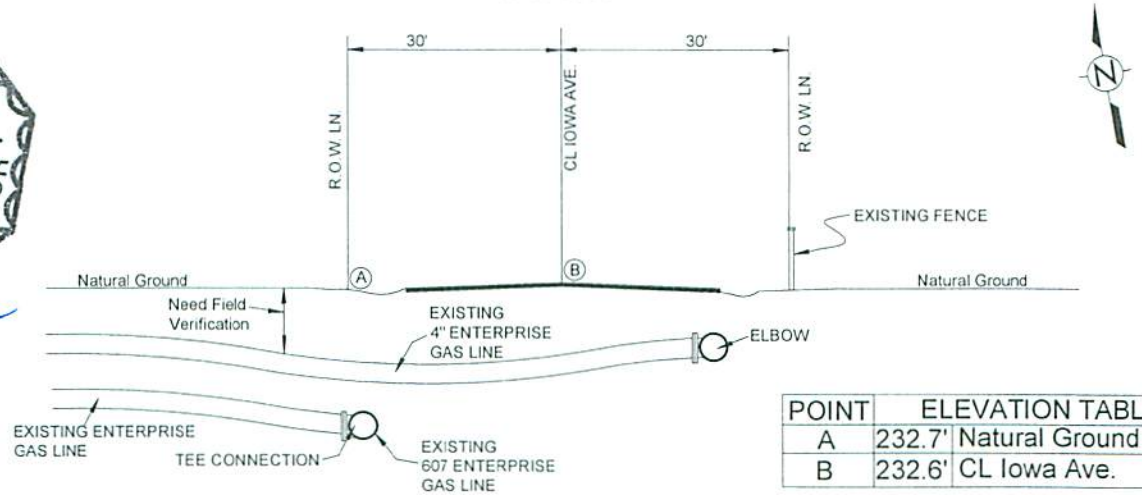
DRAWN BY: SA	DATE 04/13/09	SCALE NTS	APPROVED Design Engr.	APPROVED Supervising Engr.	
CHECKED BY: JA	DATE 04/13/09	FB. NA PG. N/A			
APPROVED BY: JA	DATE 04/13/09	AFE P05896	SHEET 1 of 2	A	DWG-607-3



PLAN
SCALE: NONE



4/13/09



POINT	ELEVATION TABLE	
A	232.7'	Natural Ground
B	232.6'	CL Iowa Ave.

* Elevations are MSL, NAVD88

PIPE DATA: EXISTING LINE 607
12.75" O.D. x 0.250" W.T., AP15LX-52,
DESIGN PRESS: 1168 P.S.I.G. TEST PRESS: 1530 P.S.I.G.

SECTION "A-A"
SCALE: NONE

REF. DWG. (031309-0065C MILE13) PL SURVEY.DWG SHT. 2 OF 2 AFE NO. P05896 REVISED 4/13/09

ENTERPRISE
TEXAS PIPELINE LLC

Prepared By: ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMAPANY
McALLEN, TEXAS

EXISTING PIPELINE CROSSING
Texas Garden System (Teco) 12"
PIPELINE 607
Excavation Site for Riser Valve Installation
HIDALGO COUNTY, TEXAS

DRAWN BY: NC	DATE 03/17/09	SCALE NTS	APPROVED Design Engr.	APPROVED Supervising Engr.	
CHECKED BY: SA	DATE 03/17/09	FB. N/A PG. N/A			
APPROVED BY: JA	DATE 04/06/09	AFE P05896	SHEET 2 OF 2	A	DWG-607-3

EXISTING PIPELINE

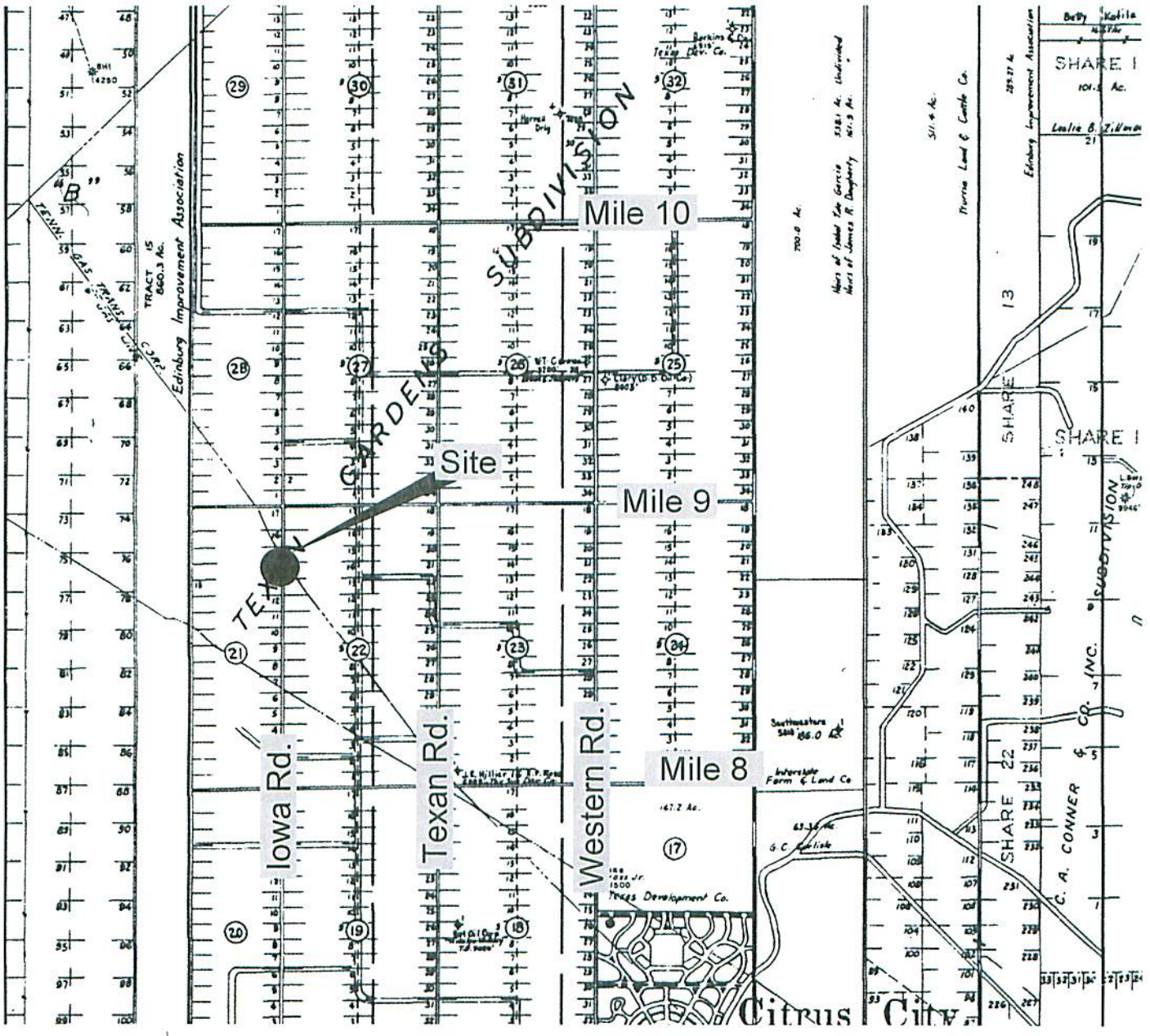
Texas Garden System (Teco) 12"

PIPELINE 607

Excavation Site for Manhole Replacement and Repair

HIDALGO COUNTY, TEXAS

(2)



Location Map

(1/4 Mile South of Mile 9 on Iowa Rd.)

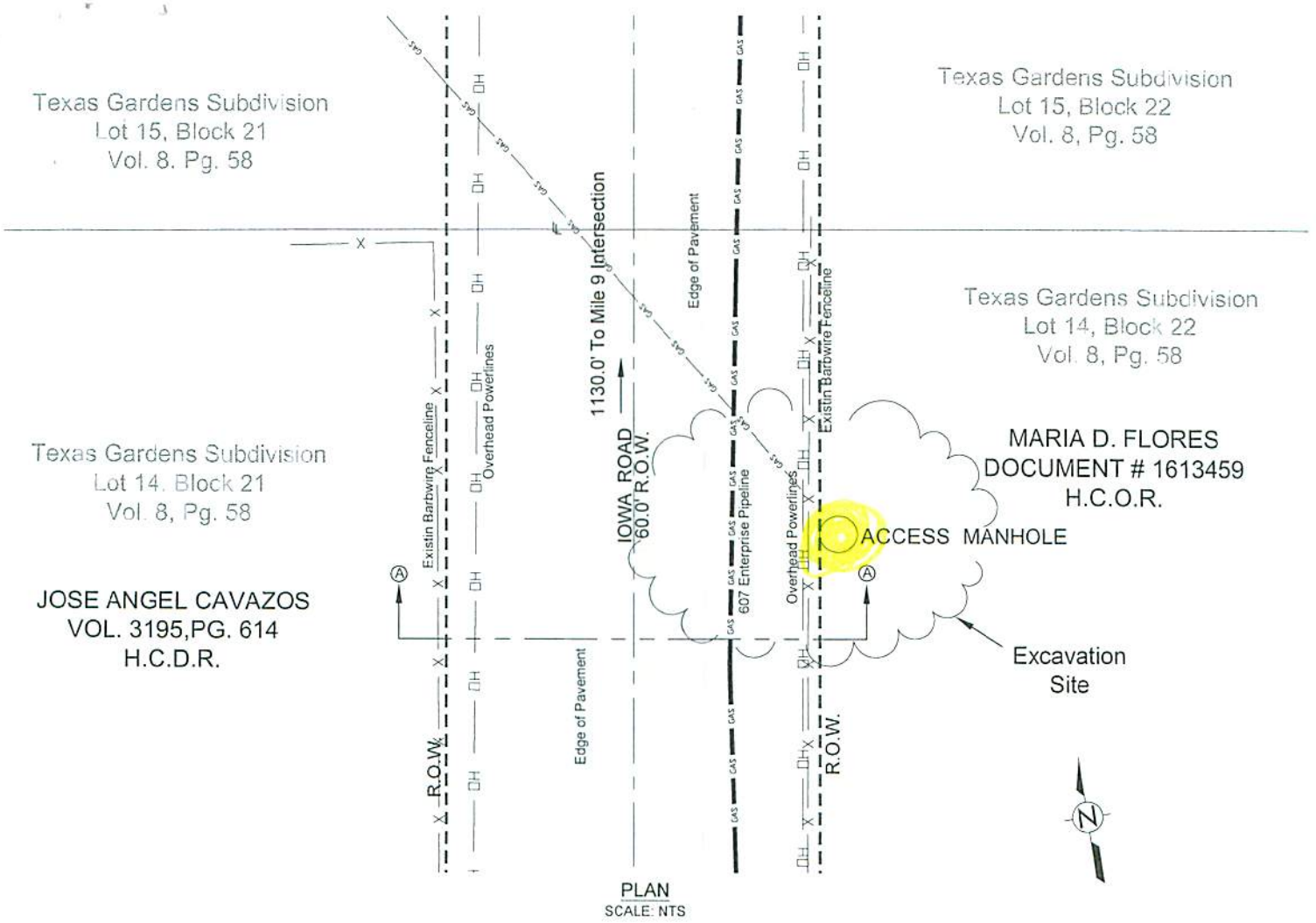
REF. DWG. (031309-0065B MILE13) PL SURVEY.DWG SHT.. 1 OF 2 AFE NO. P05896 REVISED 4/13/09

ENTERPRISE
TEXAS PIPELINE LLC

Prepared By: ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMAPANY
McALLEN, TEXAS

EXISTING PIPELINE
Texas Garden System (Teco) 12"
PIPELINE 607
Excavation Site for Manhole Replacement and Repair Site
HIDALGO COUNTY, TEXAS

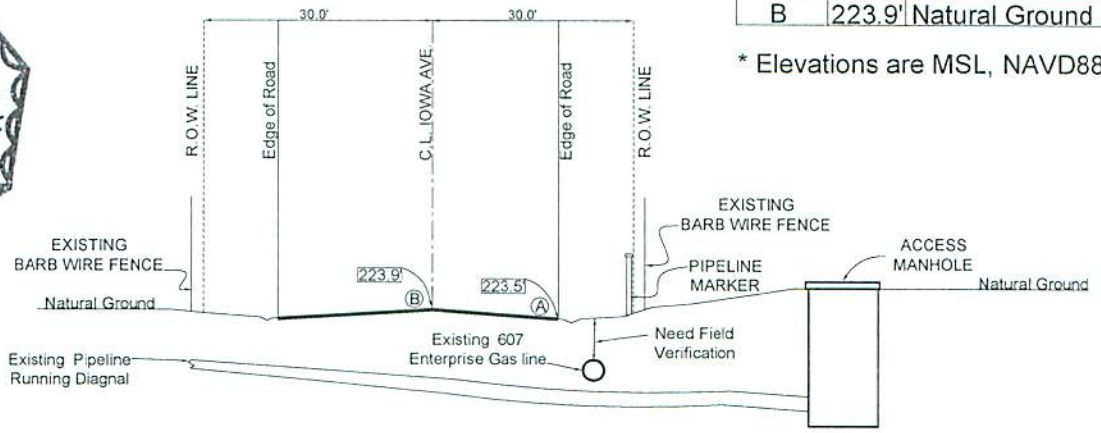
DRAWN BY: SA	DATE 04/13/09	SCALE NTS	APPROVED Design Engr.	APPROVED Supervising Engr.	
CHECKED BY: JA	DATE 04/13/09	FB. NA PG. N/A			
APPROVED BY: JA	DATE 04/13/09	AFE P05896	SHEET 1of 2	A	DWG-607-2



PLAN
SCALE: NTS

POINT	ELEVATION TABLE
A	223.5' Natural Ground
B	223.9' Natural Ground

* Elevations are MSL, NAVD88



PIPE DATA: Existing Line 607
12.750" O.D. x 0.250" W.T., AP15LX-52,
DESIGN PRESS: 1168 P.S.I.G. TEST PRESS: 1530 P.S.I.G.

SCECTION "A-A"
SCALE: NTS

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

James Aranda
4/13/09

REF. DWG. (031309-0065B MILE13) PL SURVEY.DWG SHT. 2 OF 2 AFE NO. P05896 REVISED 4/13/09

ENTERPRISE
TEXAS PIPELINE LLC

Prepared By: ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMAPANY
McALLEN, TEXAS

EXISTING PIPELINE CROSSING
Texas Garden System (Teco) 12"
PIPELINE 607
Excavation Site for Manhole Replacement and Repair
HIDALGO COUNTY, TEXAS

DRAWN BY: EA	DATE 04/13/09	SCALE NTS	APPROVED Design Engr.	APPROVED Supervising Engr.	
CHECKED BY: JA	DATE 04/13/09	FB. N/A PG. N/A			
APPROVED BY	DATE 04/13/09	AFE P05896	SHEET 2 of 2	A	DWG-607-2

AI-15022 **6.A.**

Homebuyer Assistance Program

CC CONSENT

Date:	04/21/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to enter into ONE (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down paymt assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Rodolfo & Juana Rodriguez	FY 2005	$ 5,000	USDA	Lot 20 Block 4 La Hacienda North Subdivision Weslaco, Texas

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:39 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/15/2009 01:31 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Estella Webber — Started On: 04/14/2009 04:47 PM

Final Approval Date: 04/17/2009

AI-15005 **7.A.**

Financial Report

CC CONSENT

Date: 04/21/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START

Information

CAPTION

Discussion/Approval of Financial Report: March 2009

BACKGROUND

Policy Council Approval: April 16, 2009

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact. Presentation of Financial Reports only.

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 12:52 PM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 11:28 AM	APRV
3	Auditor's Office	Angela Garcia	04/17/2009 04:35 PM	APRV

Form Started By: Linda Galaviz Started On: 04/14/2009 08:44 AM

Final Approval Date: 04/17/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: April 16, 2009

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report for March 2009

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2009 POLICY COUNCIL BUDGET
From 3/1/2009 Through 3/31/2009

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,045,945.65	3,316,597.20	0.00	11,729,348.45	78.00%	1,104,759.47
02	FRINGE BENEFITS	5,546,976.22	1,290,327.17	0.00	4,256,649.05	77.00%	421,624.70
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	12,000.00	0.00	0.00	12,000.00	100.00%	0.00
05	SUPPLIES	861,390.20	366,040.55	0.00	495,349.65	57.00%	182,922.34
06	OTHER COST	1,750,094.93	648,031.73	79,543.70	1,022,519.50	58.00%	200,673.29
Report Total		23,226,407.00	5,620,996.65	79,543.70	17,525,866.65	75.00%	1,909,979.80

AI-15006 **7.B.**

Advertise and Approval of Draft Specifications

CC CONSENT

Date: 04/21/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
1. Air Conditioning Maintenance & Repair
2. Plumbing Repair
3. Lawn Care

BACKGROUND

Policy Council Approval: 04.16.09

Fiscal Impact

Attachments

Link: Draft Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 12:53 PM	APRV
2	Roland Garcia	Rolando Garcia	04/17/2009 03:10 PM	APRV
3	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Linda Galaviz — Started On: 04/14/2009 08:47 AM

Final Approval Date: 04/17/2009

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 15, 2009

SUBJECT: Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
(1) Air Conditioning Maintenance & Repair
(2) Plumbing Repair
(3) Lawn Care

RATIONALE/NEED: Contracts to Expire

RECOMMENDATION: Administration Recommends Approval

COST: Yearly Estimate Cost:
(1)$25,000 - Air Conditioning Maintenance & Repair
(2)$25,000 - Plumbing Repair
(3)$25,000 - Lawn Care

RELATED INFORMATION INCLUDED: Memo/Specifications

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: April 6, 2009

SUBJ: Bids for AC Maintenance & Repair, Plumbing Repair, And Lawn Care

As part of our regular purchasing procedures, the procurement department is seeking approval from the Policy Council and Commissioner's Court to advertise for Air Conditioning Maintenance & Repair, Plumbing Repair, and Lawn Care Services. The cost for each of these services is estimated at or above the $25,000 limit.

Hidalgo County Head Start Program bids out for these services every year so that we will have a vendor readily available through-out the school year.

Should you have any questions please feel free to call me at 956-380-4149. Thank you.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIRS"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIRS

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIRS"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service calls to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of services required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Cost**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature from Center Manager/Department Supervisor**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

Attached is a list of Centers' locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following is required on an as needed basis:

1. Diagnosing equipment, devices or systems problems and providing a cost estimate for work required.

2. Performing repairs that include, but are not limited to, the following:

   a. Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.

   b. Overhaul equipment and devices not in proper working order.

   c. Replace equipment, devices, system, compressors, or components not in proper working order.

3. Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.

4. Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head upon request.

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty-four (24) hour a day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing emergency calls to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be provided. This additional number will be used only when there has been no response to emergency calls within two (2) hours.

(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours, points of access, and other information necessary to ensure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight (48) hours.

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to ensure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: See Exhibit C

EXHIBIT B

CENTER ROSTER

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Lupita Villeda 109 W. Palm Ave. Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Western RD H/S Center** CM: Noe Gonzalez Cornr of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Alicia Zamora 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Edcouch Kitchen** HC: Berta Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez 515 Commercial Blvd. Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**Sullivan City H/S Ctr** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	**Palmview Kitchen** HC: Susana Garcia 1208 Palula Street Palmview, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Palmview, TX 78572 Tel: 583-4435 Fax: 584-3178	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 1208 Paula Street (Rear) Palmview, TX 78572 Tel: 584-3860 Fas: 584-3857		

EXHIBIT "C"

Insurance Requirements

The bidder/applicant awarded the contract and any subcontractor that is sub contracted by the bidder shall furnish proof of insurance. The insurance shall be in place prior to providing any services under the contract and to continue at all times in force in effect during the term of the contract. The insurance shall include at least the following limits:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, and 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, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) 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 Dollar ($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 respondent 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 Hidalgo County Head Start Program- Procurement Department 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 of 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.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIRS"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR PLUMBING REPAIRS

OBJECTIVE: The objective of this contract is to provide full service maintenance and repairs of all plumbing systems to include emergency service calls to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of services required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labor Cost**
5. **Parts – Price**
6. **Parts Mark-up Price**
7. **Purchase Order**
8. **Confirmation Signature from Center Manager/Department Supervisor**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

The following is a list of Centers' locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following work is required on an as needed basis:

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
- Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer lines repaired and/or installed
- Repair of garbage disposal & dishwasher

□ The following may be **required upon request**:

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair
- Back Flow prevention system (Install and/or re-certify)

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within two (2) hours.

(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour points of access, and other information necessary to ensure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight (48) hours.

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to ensure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: See Exhibit C

EXHIBIT "B"

CENTER ROSTER

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Lupita Villeda 109 W. Palm Ave. Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Western RD H/S Center** CM: Noe Gonzalez Cornr of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Alicia Zamora 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Edcouch Kitchen** HC: Berta Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez 515 Commercial Blvd. Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**Sullivan City H/S Ctr** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	**Palmview Kitchen** HC: Susana Garcia 1208 Palula Street Palmview, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Palmview, TX 78572 Tel: 583-4435 Fax: 584-3178	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 1208 Paula Street (Rear) Palmview, TX 78572 Tel: 584-3860 Fas: 584-3857		

EXHIBIT "C"
Insurance Requirements

The bidder/applicant awarded the contract and any subcontractor that is sub contracted by the bidder shall furnish proof of insurance. The insurance shall be in place prior to providing any services under the contract and to continue at all times in force in effect during the term of the contract. The insurance shall include at least the following limits:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, and 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, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) 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 Dollar ($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 respondent 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 Hidalgo County Head Start Program- Procurement Department 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 of 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.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR LAWN CARE:

OBJECTIVE:

The objective of this contract is to provide full service for all **"Lawn Care Services"** for Hidalgo County Head Start Program at the facilities listed herein. Work performed shall be in accordance with commercial practice. Contractor understands and agrees that they will supply all equipment and furnish all labor, materials and supplies necessary to complete this contract.

The Hidalgo County Head Start Program is requesting sealed bids for **LAWN CARE SERVICES** for a period of one (1) year with the option to extend for an additional ninety (90) day Grace period at the end of the contract for unforeseen delays.

The following work is required:

1. Awarded Vendor shall perform services in Hidalgo County as per attached list (EXHIBIT "B").
2. Awarded Vendor shall furnish all equipment (trucks, trailers, mowers, trimmers, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for **safety precautions**.
3. Service provided shall be on a bi-weekly basis.
4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants by awarded vendor before mowing is initiated for **safety precautions**. Sweeping/blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions**.
5. Lawn Care Company shall mow lawn(s), trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.
6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from Procurement Department before any such services are conducted.
7. The Awarded Vendor representative shall sign in (Exhibit "B") Center Roster Sign-In. The report shall contain (1) the date of service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.
8. Any and all damages to property belonging to staff or Head Start done while working at the Head Start sites will be reported to the center manager or designee (i.e., broken windows, dents to automobiles, fence). Copy of the all required insurance must accompany proposal, (EXIBIT "C").

BILLING SPECIFICATIONS: All Invoices must be submitted to the Field Operations Department on a MONTHLY basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of service being performed**
4. **Purchase Order**
5. **Confirmation Signature from Center Director**

ACCESS TO LAWNS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:
Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

LOCATIONS:
SEE ATTACHED LIST (EXHIBIT B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES: The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.
AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
INSURANCE: **See Exhibit C**

EXHIBIT "B"

Hidalgo County Head Start Program

Center -- Roster West Side

2009 -2010

	CENTER	DATE	ARRIVAL	DEPARTURE	COMPANY REPRESENTATIVE	CENTER PERSONNEL SIGNATURE
1	ALTON HEAD START CENTER					
2	LA JOYA HEAD START CENTER					
3	LAS MILPAS I HEAD START CENTER					
4	LAS MILPAS II HEAD START CENTER					
5	MCALLEN VI HEAD START CENTER					
6	MISSION I HEAD START CENTER					
7	MISSION II HEAD START CENTER					
8	MISSION IV HEAD START CENTER					
9	PALMVIEW I HEAD START CENTER					
10	PALMVIEW II HEAD START CENTER					
11	PALMVIEW III HEAD START CENTER					
12	PEÑITAS HEAD START CENTER					
13	WESTERN RD HEAD START CENTER					
14	H.C.H.S.P. ADMINISTRATION OFFICE					

EXHIBIT "B"

Hidalgo County Head Start Program

Center -- Roster East Side

2009-2010

	CENTER	DATE	ARRIVAL	DEPARTURE	COMPANY REPRESENTATIVE	CENTER PERSONNEL SIGNATURE
1	ALAMO HEAD START CENTER					
2	DONNA I HEAD START CENTER					
3	EDCOUCH HEAD START CENTER					
4	EDINBURG IV HEAD START CENTER					
5	EDINBURG V HEAD START CENTER					
6	ELSA HEAD START CENTER					
7	GRANJENO HEAD START CENTER					
8	LA HERENCIA HEAD START CENTER					
9	MERCEDES I HEAD START CENTER					
10	SAN CARLOS HEAD START CENER					
11	SAN JUAN II HEAD START CENTER					
12	SULLIVAN CITY HEAD START CENTER					
13	WESLACO II HEAD START CENTER					
14	WESLACO III HEAD START CENTER					
	CENTER	DATE	ARRIVAL			

EXHIBIT "C"

Insurance Requirements

The bidder/applicant awarded the contract and any subcontractor that is sub contracted by the bidder shall furnish proof of insurance. The insurance shall be in place prior to providing any services under the contract and to continue at all times in force in effect during the term of the contract. The insurance shall include at least the following limits:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, and 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, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) 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 Dollar ($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 respondent 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 Hidalgo County Head Start Program- Procurement Department 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 of 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.

AI-15081 **8.A.**

DIR TEXAN 2000-SWB-Local Service AGREEMENT

CC CONSENT

Date:	04/21/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting correction to Agenda Item-14908- approved by CC on 4-7-09 to continue local phone services through the DIR TEXAN 2000-SWB-LS (Local Service) awarded vendor AT&T/SWB reflecting the expiration date of 08/31/09 and not 5-28-09 as erroneously captioned on agenda 4-7-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: all depts obj. 531

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

BUDGETARY IMPACT:

Request does not have any financial impact, this is just a clarification of a previous agenda item.

Funding source obj. code for telephone expenditures is obj. 531. Please refer to attached expense report (all depts) for funding availability as of 4-16-09.

Attachments

Link: DIR EXPIRATION INFO.

Link: AI-14908

Link: Expense report obj. 531 as of 4-16-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 02:07 PM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 03:50 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 04:25 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Vangie Garcia Started On: 04/16/2009 11:03 AM

Final Approval Date: 04/17/2009

State of Texas
Department of Information Resources
Leadership for Texas Government Technolog

Communications Technology Services
- Data Services
- Voice Services
- TEX-AN
- TEX-AN Pricing
- WAN Services (HHSCN)
- WAN Pricing
- Capitol Complex Telephone System (CCTS)
- CCTS Pricing
- CCTS Telephone Directory
- Customer Service
- Billing
- FAQ

Related Information
- Store - DIR Products and Services Catalog
- Customer Eligibility
- Telecommunications Planning and Oversight Committee (TPOC)

Search DIR
Search
Advanced Search

Local Telephone Service

The following companies offer local telephone services through DIR. Click on the name of the company to go to their website. Click on the contract files for contract details.

Information about file formats.

Local Telephone Services

Vendor	Contract	Contact
AT&T Texas fka SBC	Contract TEXAN 2000-SWB-LS expires 08/31/2009 (2.16 MB) Amendment 1 (18 KB) Amendment 2 (33 KB) Amendment 3 (353 KB) Pricing (50 KB) Amendment 4 (68 KB) Amendment 5 (390 KB)	AT&T Representative Phone: 800-773-4688 Press "0" for these services.
TW Telecom of Texas, LLC fka Time Warner Telecom	Contract TEXAN 2000-TWT-LS expires 08/31/2009 Amendment 1 (1,135 KB) Amendment 2 (33 KB) Amendment 3 (26 KB) Amendment 4 (20 KB) Exhibit C – Pricing (32 KB) Amendment 5 (50 KB)	Trisha Holloway Phone:512-485-1776

DIR Contract Contact
Joan Scott
Phone: 512-475-3290

AI-14908 **22.E.1.**

Acceptance and Approval of ATT/SWB Bills and Approval of Texan 2000 Contract

CC REGULAR

Date: 04/07/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Presentation for acceptance and approval of three bills from AT&T/Southwestern Bell for the months of January-2009 ($30,773.89), February 2009 ($36,538.08), March 2009 ($35,172.28) for local phone service through Department of Information Resources (DIR) awarded contract ATT/SWB Texan 2000-SWB-LS Agreement (Local Service) with Southwestern Bell;

B. Presentation for discussion, consideration, acceptance and approval to continue local phone services through the DIR TEXAN 2000-SWB-LS (Local Service) awarded vendor AT&T/SWB through the expiration of the current award 5-28-09;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** all funds, obj. 531
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per IT Department, funding is secured through several budgets that currently are available to pay these invoices.

Please refer to attached expense report, obj. 531 all depts, all funds as of 4-3-09 for funding availability.

Attachments

Link: Telephone expense report as of 4-3-09
Link: AT T Bills for Jan-March 2009
Link: Telephone Master Report for Jan. 2009
Link: Telephone Master Report for Feb. 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/03/2009 10:52 AM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 01:12 PM	APRV

3	Ivan Cantu	Ivan Cantu	04/03/2009 03:10 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Marty Salazar Started On: 04/02/2009 03:24 PM

Final Approval Date: 04/03/2009

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	1,000.00	1,000.00	.00	284.97	715.03	28.50
9-1100-412-00-002-001-0-531	93RD DC-TELEPHONE	500.00	500.00	.00	278.11	221.89	55.62
9-1100-412-00-003-001-0-531	139TH DC-TELEPHONE	1,500.00	1,500.00	.00	304.24	1,195.76	20.28
9-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	1,300.00	1,300.00	.00	280.74	1,019.26	21.60
9-1100-412-00-005-001-0-531	275TH DC-TELEPHONE	1,500.00	1,500.00	.00	243.44	1,256.56	16.23
9-1100-412-00-006-001-0-531	332ND DC-TELEPHONE	1,600.00	1,600.00	.00	213.16	1,386.84	13.32
9-1100-412-00-007-001-0-531	370TH DC-TELEPHONE	.00	2,000.00	.00	347.43	1,652.57	17.37
9-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	2,500.00	2,500.00	.00	361.06	2,138.94	14.44
9-1100-412-00-009-001-0-531	398TH DC-TELEPHONE	2,613.00	2,613.00	.00	348.59	2,264.41	13.34
9-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	3,456.00	4,164.87	.00	731.61	3,433.26	17.57
9-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	800.00	800.00	.00	277.72	522.28	34.72
9-1100-412-00-011-001-0-531	449TH DC-TELEPHONE	1,500.00	1,500.00	.00	764.70	735.30	50.98
9-1100-412-00-021-001-0-531	CCL#1-TELEPHONE	1,000.00	1,000.00	.00	277.72	722.28	27.77
9-1100-412-00-022-001-0-531	CCL#2-TELEPHONE	750.00	750.00	.00	309.84	440.16	41.31
9-1100-412-00-023-001-0-531	PROBATE CRT-TELEPHONE	1,000.00	1,000.00	.00	347.15	652.85	34.72
9-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	1,500.00	1,500.00	.00	277.72	1,222.28	18.51
9-1100-412-00-025-001-0-531	CCL#5-TELEPHONE	1,500.00	1,500.00	.00	243.01	1,256.99	16.20
9-1100-412-00-026-001-0-531	CCL#6-TELEPHONE	1,000.00	1,000.00	.00	243.01	756.99	24.30
9-1100-412-00-031-001-0-531	MASTER COURT-TELEPHONE	.00	1,629.97	.00	276.41	1,353.56	16.96
9-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	2,000.00	2,000.00	.00	347.15	1,652.85	17.36
9-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE	3,840.00	4,463.62	.00	763.25	3,700.37	17.10
9-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	2,500.00	2,500.00	.00	420.04	2,079.96	16.80
9-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT-TELEPHONE	.00	143.48	.00	70.09	73.39	48.85
9-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	1,700.00	2,698.92	.00	624.87	2,074.05	23.15
9-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	1,200.00	1,220.34	.00	277.72	942.62	22.76
9-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	3,000.00	3,000.00	.00	496.48	2,503.52	16.55
9-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	5,000.00	5,589.62	.00	1,048.71	4,540.91	18.76
9-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	1,500.00	1,500.00	.00	277.72	1,222.28	18.51

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	1,500.00	1,500.00	.00	312.43	1,187.57	20.83
9-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	1,000.00	2,139.62	.00	449.56	1,690.06	21.01
9-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	550.00	3,593.72	.00	796.48	2,797.24	22.16
9-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	.00	3,086.71	.00	546.98	2,539.73	17.72
9-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE	18,500.00	18,500.00	.00	2,780.86	15,719.14	15.03
9-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	12,600.00	12,600.00	.00	2,314.29	10,285.71	18.37
9-1100-412-30-085-003-0-531	PUBLIC DEFENDER-TELEPHONE	.00	.00	.00	216.18	-216.18	.00
9-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	1,800.00	5,408.38	.00	1,456.89	3,951.49	26.94
9-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	5,000.00	7,087.15	.00	1,277.79	5,809.36	18.03
9-1100-415-00-200-001-0-531	INFO TECH DEPT-TELEPHONE	.00	5,000.00	.00	.00	5,000.00	.00
9-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	.00	21,628.02	.00	3,917.61	17,710.41	18.11
9-1100-415-14-115-001-0-531	DBM-BUDGET DIV-TELEPHONE	1,500.00	5,299.72	.00	1,177.68	4,122.04	22.22
9-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	40,000.00	40,000.00	.00	4,208.94	35,791.06	10.52
9-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	2,700.00	2,700.00	.00	555.44	2,144.56	20.57
9-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	5,000.00	5,251.37	.00	1,265.03	3,986.34	24.09
9-1100-415-21-170-001-0-531	CO AUDITOR-TELEPHONE	10,000.00	10,000.00	.00	2,101.44	7,898.56	21.01
9-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	20,000.00	22,755.59	.00	4,392.44	18,363.15	19.30
9-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	1,300.00	3,055.73	.00	693.64	2,362.09	22.70
9-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	4,296.24	4,296.24	.00	735.47	3,560.77	17.12
9-1100-419-40-220-001-0-531	GEN GOVT BLDG-TELEPHONE	10,000.00	10,000.00	.00	1,741.15	8,258.85	17.41
9-1100-419-50-115-059-0-531	DBM-SAFETY DIV-TELEPHONE	3,500.00	3,500.00	.00	452.86	3,047.14	12.94
9-1100-421-00-115-027-0-531	TX DPS-TELEPHONE	2,500.00	6,918.20	.00	1,983.27	4,934.93	28.67
9-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	3,000.00	3,000.00	.00	381.86	2,618.14	12.73
9-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	1,600.00	1,602.01	.00	272.64	1,329.37	17.02
9-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	3,000.00	3,000.00	.00	277.72	2,722.28	9.26
9-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	1,000.00	1,677.94	.00	416.57	1,261.37	24.83
9-1100-421-00-295-001-0-531	CONSTABLE PCT.5-TELEPHONE	1,200.00	1,829.52	.00	351.37	1,478.15	19.21

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-422-10-300-001-0-531	EMERG SRVS-FM-TELEPHONE	1,800.00	1,800.00	.00	403.92	1,396.08	22.44
9-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	43,000.00	43,000.00	.00	6,954.11	36,045.89	16.17
9-1100-423-21-280-002-0-531	JAIL-TELEPHONE	85,000.00	85,000.00	.00	16,939.23	68,060.77	19.93
9-1100-423-32-330-001-0-531	JUV DET HM-TELEPHONE	5,000.00	5,000.00	.00	228.28	4,771.72	4.57
9-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE	25,600.00	25,600.00	.00	4,999.96	20,600.04	19.53
9-1100-432-00-122-001-0-531	SANITATION PCT.2-TELEPHONE	400.00	400.00	.00	53.56	346.44	13.39
9-1100-432-00-123-001-0-531	SANITATION PCT.3-TELEPHONE	1,300.00	1,300.00	.00	175.02	1,124.98	13.46
9-1100-432-00-124-001-0-531	SANITATION PCT.4-TELEPHONE	.00	82.66	.00	.00	82.66	.00
9-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	8,500.00	8,500.00	.00	842.62	7,657.38	9.91
9-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	48,000.00	48,000.00	.00	8,329.79	39,670.21	17.35
9-1100-444-00-240-001-0-531	HUMAN SERVICES-TELEPHONE	23,000.00	23,000.00	.00	4,921.43	18,078.57	21.40
9-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	350.00	1,352.25	.00	277.07	1,075.18	20.49
9-1100-461-00-380-001-0-531	TX AGRILIFE EXT-TELEPHONE	9,000.00	9,000.00	.00	1,130.16	7,869.84	12.56
9-1100-466-00-122-082-0-531	PCT 2 CRC S TOWER RD-TELEPHONE	.00	500.00	.00	.13	499.87	.03
1100 GENERAL FUND		**448,255.24**	**510,438.65**	**.00**	**91,068.53**	**419,370.12**	**17.84**
1200 R&B COUNTYWIDE							
9-1200-431-00-122-004-0-531	CO SHOP-TELEPHONE	300.00	300.00	.00	.00	300.00	.00
9-1200-431-00-260-001-0-531	R-O-W DEPT-TELEPHONE	2,500.00	2,500.00	.00	451.29	2,048.71	18.05
1200 R&B COUNTYWIDE		**2,800.00**	**2,800.00**	**.00**	**451.29**	**2,348.71**	**16.12**
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-531	PCT.1 RD ADM-TELEPHONE	22,000.00	22,000.00	.00	5,761.96	16,238.04	26.19
1201 R&B PRECINCT 1		**22,000.00**	**22,000.00**	**.00**	**5,761.96**	**16,238.04**	**26.19**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-531	PCT.2 RD ADM-TELEPHONE	3,500.00	3,500.00	.00	1,490.63	2,009.37	42.59
9-1202-431-00-122-006-0-531	PCT.2 P/U RD-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1202 R&B PRECINCT 2		**4,500.00**	**4,500.00**	**.00**	**1,490.63**	**3,009.37**	**33.13**
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-531	PCT.3 RD ADM-TELEPHONE	10,000.00	10,000.00	.00	1,566.95	8,433.05	15.67
1203 R&B PRECINCT 3		**10,000.00**	**10,000.00**	**.00**	**1,566.95**	**8,433.05**	**15.67**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-531	PCT.4 RD ADM-TELEPHONE	.00	6,000.00	.00	1,068.31	4,931.69	17.81
1204 R&B PRECINCT 4		**.00**	**6,000.00**	**.00**	**1,068.31**	**4,931.69**	**17.81**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-531	PARKS PCT.1-TELEPHONE	9,000.00	9,000.00	.00	1,676.25	7,323.75	18.63
1211 PARKS PRECINCT 1		**9,000.00**	**9,000.00**	**.00**	**1,676.25**	**7,323.75**	**18.63**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-531	PARKS PCT.2-TELEPHONE	555.00	555.00	.00	57.24	497.76	10.31
1212 PARKS PRECINCT 2		**555.00**	**555.00**	**.00**	**57.24**	**497.76**	**10.31**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-531	PARKS PCT.3-TELEPHONE	1,300.00	1,300.00	.00	126.37	1,173.63	9.72
1213 PARKS PRECINCT 3		**1,300.00**	**1,300.00**	**.00**	**126.37**	**1,173.63**	**9.72**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
9-1246-415-15-140-003-0-531	TAX OFF-TELEPHONE	500.00	500.00	.00	.00	500.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1247 LAW LIBRARY							
9-1247-412-50-100-001-0-531	LAW LIBRARY-TELEPHONE	1,000.00	1,000.00	.00	105.07	894.93	10.51
1247 LAW LIBRARY		**1,000.00**	**1,000.00**	**.00**	**105.07**	**894.93**	**10.51**
1252 HIDTA FEDERAL SHARING-US TREASURY							
9-1252-412-00-270-012-0-531	HIDTA US TREASURY-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1282 DESIGNATED PURPOSE GRANTS LVL 2							
9-1282-412-30-085-001-9-531	PUBLIC DEFENDER-TELEPHONE	.00	274.62	.00	269.83	4.79	98.26
1282 DESIGNATED PURPOSE GRANTS LVL 2		**.00**	**274.62**	**.00**	**269.83**	**4.79**	**98.26**
1291 HIDTA							
9-1291-412-00-270-003-8-531	HIDTA TASK FORCE-TELEPHONE	.00	5,633.63	.00	1,235.10	4,398.53	21.92
9-1291-412-00-270-003-9-531	HIDTA TASK FORCE-TELEPHONE	.00	1,720.00	.00	.00	1,720.00	.00
1291 HIDTA		**.00**	**7,353.63**	**.00**	**1,235.10**	**6,118.53**	**16.80**
1292 WIC							
9-1292-441-00-350-001-9-531	WIC ADM-TELEPHONE	.00	51,372.33	.00	25,225.42	26,146.91	49.10
1292 WIC		**.00**	**51,372.33**	**.00**	**25,225.42**	**26,146.91**	**49.10**
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-005-0-531	H.D. ADM-TELEPHONE	.00	25,000.00	.00	.00	25,000.00	.00
9-1293-441-00-340-013-9-531	TDH PHPSB-TELEPHONE	.00	7,812.00	.00	.00	7,812.00	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-013-9-531	TDH PHPSB-TELEPHONE						.00
1293 HEALTH DEPARTMENT		**.00**	**32,812.00**	**.00**	**.00**	**32,812.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-531	WESL B/C-TELEPHONE	9,000.00	9,000.00	.00	1,656.89	7,343.11	18.41
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**9,000.00**	**9,000.00**	**.00**	**1,656.89**	**7,343.11**	**18.41**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-531	BASIC SUPERVISION-TELEPHONE	.00	73,082.28	.00	600.65	72,481.63	.82
9-1297-423-00-320-005-9-531	RESTITUTION CTR-TELEPHONE	.00	4,713.84	.00	917.22	3,796.62	19.46
9-1297-423-00-320-020-9-531	SATF-TELEPHONE	.00	7,631.20	.00	91.93	7,539.27	1.20
1297 ADULT PROBATION		**.00**	**85,427.32**	**.00**	**1,609.80**	**83,817.52**	**1.88**
2201 SELF-FUNDED HEALTH BENEFITS							
9-2201-415-00-115-009-0-531	DBM-HEALTH INS ADM-TELEPHONE	.00	1,000.00	.00	69.43	930.57	6.94
2201 SELF-FUNDED HEALTH BENEFITS		**.00**	**1,000.00**	**.00**	**69.43**	**930.57**	**6.94**
2202 SELF-FUNDED WORKERS' COMP							
9-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	.00	2,000.00	.00	331.87	1,668.13	16.59
2202 SELF-FUNDED WORKERS' COMP		**.00**	**2,000.00**	**.00**	**331.87**	**1,668.13**	**16.59**
9 YEAR		**509,910.24**	**758,333.55**	**.00**	**133,770.94**	**624,562.61**	**17.64**

AI-15080 **8.B.**

Hidalgo County-Extensions-"Purchase of Uniforms and Accessories"-C-08-044-04-14 & C-08-044A-04-14

CC CONSENT

Date:	04/21/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Letty Saenz
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

1. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Purchase of Uniforms and Accessories" for Hidalgo County, under the same rates, terms and conditions with MCM Sporting Goods, Inc.

2. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Purchase of Uniforms and Accessories" for Hidalgo County, under the same rates, terms and conditions with Hector Ayala dba Uniforms of Texas.

BACKGROUND

Contract No. -C-08-044-04-14-MCM Sporting Goods, Inc.
Contract No. -C-08-044A-04-14-Hector Ayala dba Uniforms of Texas
Letter of Extension-Hector Ayala dba Uniforms of Texas
Letter of Extension-MCM Sporting Goods, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** obj. 605 all funds, all depts.

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

BUDGETARY IMPACT:

Services will be required on "an as needed basis" by various departments within Hidalgo County. Possible funding source object code is 605 "Clothing & Uniforms"

Please refer to attached expense report for obj. 605 for funding availability as of 4-16-09.

Attachments

Link: Contract No. C-08-044-04-14-MCM Sporting Goods

Link: Contract No. C-04-044A-04-14-Hector Ayala dba Uniforms of Tx

Link: Letter of Extension-Hector Ayala dba Uniforms of Texas

Link: Letter of Extension-MCM Sporting Goods-HC

Link: Expense report as of 4-16-09 obj. 605

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 12:58 PM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 04:15 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Letty Saenz

Started On: 04/16/2009 10:15 AM

Final Approval Date: 04/17/2009

REQUIREMENTS AGREEMENT
C-08-044-04-14

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 14, 2008** by and between **MCM Sporting Goods, Inc. a TEXAS Corporation Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Purchase of Uniforms and/or Accessories," on an "As Needed Basis"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer in **" Hidalgo County"** in the areas of **HIDALGO COUNTY** projects for a period of April 14, 2008 from April 13, 2009 with the option to renew for an additional one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. 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.

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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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: MCM Sporting Goods Inc.
1302 N. Conway
Mission, Texas 78572

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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 sixty (60) 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).

m. **Insurance.** 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 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.

n. **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 therefor 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.

APPROVED BY COMMISSIONERS COURT ON, April 14, 2008

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Date: 6-12-08

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date: _____

Vendor: MCM Sporting Goods, Inc.
By: _____
Printed Name: MANUEL LONGORIA JR
Title: VICE-PRES.
Date: 6/19/08

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

Hidalgo County
"Purchase of Uniforms and/or Accessories"

Bid No. 2008-044-02-27-YSI

February 27, 2008

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

SCOPE OF THE CONTRACT

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

GENERAL REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be **equal or exceeded**. Any bid that does not meet the minimum requirements and/or specifications specified will be rejected.

2) Vendor (s) are encouraged to bid on one or multiple items.

3) Specifications may vary by department. Colors, lettering and logos/emblems/seal may differ and no additional fees shall be assessed to the County on similar items.

4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.

5) Bidders are responsible for all testing costs of their sample garments.

6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.

7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.

8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)

9) All uniforms shall be new and unused.

10) Departments will purchase uniforms **"on an as needed basis"**; there is no guarantee on annual volume.

11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.

12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.

13) All emblem, seal, logos and embroidery fees shall be included in the unit price.

TERMS AND CONDITIONS

1.The initial term of this contract will be for a one (1) year term, with the County's option to extend the contract for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.

2.Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3.Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.

4.Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")

5.Hidalgo County reserves the right to award bid to separate/multiple bidders if it is in the best interest of the County.

6.Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

7.Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.

8.All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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

SPECIFCATIONS

JUVENILE PROBATION

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

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

BELTS
Color- Black
Sizes- Small through X Large

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

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

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

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

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

V-NECK SHIRTS
Polyester/ Cotton Blend Fabric
Triple Stitch Short Sleeve
Color-Navy with No Lettering
Sizes- Male and Female small through 4 X Large

REGULAR LENGTH WALKING SHORTS
Polyester/ Cotton Blend
Elastic Waistband no drawstring or pockets
Color- navy with no lettering
Sizes- Male and Female small through 4X Large

HEAVY DUTY CANVAS STEP INS DECK STYLE SHOES
Canvas uppers, non skid rubber soles
Color- Navy
Sizes Male and Female 5-13

SPORT BRAS
Two ply lycra/cotton
Hookless pull on style no metal of plastic, racer style back
Color- White
Sizes- small through XX Large

WOMEN'S PANTIES
Brief style
Elastic waistband and leg bands, cotton
Color- white
Sizes 5 through 10

MEN'S BRIEFS
Cotton
Color- White
Size- Small through X Large

TUBE SOCKS
Cotton Polyester blend
Color- white
Size- small through large

SWEATSHIRTS
50% Cotton/ 50% Polyester
Long sleeves
Color- navy
Size- Medium through 3 XL

SWEATPANTS
50% Cotton/ 50% Polyester
Elastic Waistband, Removable Drawstring
Color- Navy
Size- Medium through 3 XL

DISPOSABLE SHIRTS AND TROUSERS
Spun bonded polypropylene, cloth like fabric
Color- Light blue
Size- Medium through XX Large

FIRE MARSHAL

LONG SLEEVE TWILL
5 ounce, 100% Cotton
Back Pleat
Double Needle Stitching
Patch Pockets
Button- down collars
Button- through sleeve plackets and adjustable cuffs
Fabric is garment washed
Shirts to be embroidered with "COUNTY SEAL" and Office wording
Sizes are M-XXL
Colors:
- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

SHORT SLEEVE TWILL
5 ounce, 100% Cotton
Double needle stitching
Patch pockets **PICS INCLUDED**
Button- down collar
Double needle hemmed at sleeve cuffs
Fabric is garment washed
Shirts to be embroidered with "County Seal" and Office wording
Sizes are M-XXL
Colors:
- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

SPORT SHIRT POLO
6.1 ounce, 100% Cotton
Welt Collar
2 Button Placket
Side Seamed with a double needle stitched sleeve and bottom hem
Colorfast to maintain original color
Sizes will vary from M-XXL
Colors- Navy, Khaki, Red, Hunter Green, Black

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

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

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

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

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

HEAVY DUTY WORK PANT
Stain-resistant
8 ounce 65% poly/ 35% cotton twill
Durable press finish so pants need little or no ironing
Button closure and button close back pocket
Full cut thigh, double stitched pockets
30-44 waist sizes for men and 8-16 sizes for women
Colors- Khaki, navy, black

CLASS A TROUSER
5 oz 65% polyester 35% cotton
Brass ratcheting YKK zipper
Crush- proof hook and eye closure
30-44 waist sizes for men and 8-16 sizes for women
Colors- Navy, Black, Khaki

TACTICAL TROUSER
6.5 oz 65% polyester/ 35% cotton twill
Gripper elastic waistband shirtstay
Two 8.5"deep rear flashlight pockets (sap pockets)
Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures)
Two back pockets with button tabs
Large keystone belt loops
Brass fly zipper with auto-lock closure
Split seam tailored construction
Extra strength tandem-needle seat seam
Triangular bartacks at all stress points
30-44 waist sizes for men and 8-16 sizes for women
Color- Navy, Black

WINDBREAKER
Two front slash pockets
Drawstring bottom
Snap front closure
Water repellent nylon shell
Lightweight flannel lining
Set in sleeves with elasticized cuffs
Sizes will vary from M- XXL
Color- navy

RAINCOAT
ANSI Class 3 Reversible 50" Raincoat
Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester
Made from NFPA 701 flame retardant material
ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping
Sealed seams and storm front with snap closure for full protection
Raglan sleeves for easy movement
Coat to come with pass-through pocket for easy access to duty belt and gear.
Sizes will vary from M- XXL

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

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

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

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

CAPS
Baseball type
100% polyester
Velcro adjustable strap
Color- Navy

SHERIFF'S OFFICE

POLYPROPYLENE (OR EQUIVALENT) PANTS
Polypropylene (or equivalent to) light weight, spun bonded pants, with elastic waist. In a 1.25 oz material weight. Porous construction accounts for breathable, economical, and disposable garment.
Color- Navy Blue
Sizes: Small- 5Xlarge

5.7 OZ POLO SHIRTS
Assorted colors of 65% Polyester/ 35% Cotton Polo Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¾" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis
Male Sizes with pocket from X-small to 6 XLarge
Female Sizes w/out pocket from X-small to 6 XLarge
Assorted Shirt colors to include red, white, navy, tan, royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.
Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons.

5.5 OZ POPLIN SHIRTS
Assorted colors of 65% Polyester/ 35% Cotton Poplin Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¾" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis
Male Sizes with pocket from X-small to 6 XLarge in both long and short sleeve with pocket
Female Sizes w/out pocket from X-small to 6 XLarge in both long and short sleeve w/out pocket
Assorted Shirt colors to include red, white, navy, tan , royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.
Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons

FORCE 10 JACKET (EQUAL OR BETTER)
WATERPROOF/BREATHABLE
Waist length duty jacket with weatherproof windproof/waterproof/ breathable system, zipper front, zipper fly, pleated two-way pockets, adjustable cuffs, shirt collar style, and zippered side vents with elasticized side tabs. Removable thermal liner. Color in Navy or Brown.

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

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

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

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

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

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

Interlining: White Pellon C-39

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

Fleece Pocketing: Black, Fleece.

Fasteners: All fasteners shall be as follows or equivalent:

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

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

Eyelets: Black, metal, small.

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

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

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

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

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

Metal Buttons: 24 Ligne.

Button Rings: Silver rings.

II. DESIGN FEATURES

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

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

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

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

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

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

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

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

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

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

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

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

HANGTAGS

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

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

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

The following sizes have been established.

SIZE CHART:

SIZE	FINISHED CHEST	BACK LENGTH	SLEEVE INSEAM
SMALL (36-38)	48	26	20
MEDIUM (40-42)	52	26	20
LARGE (44-46)	56	26	20
X-LARGE (48-50)	60	26	20
XX-LARGE (52-54)	64	26	20
XXX-LARGE (56-58)	68	26	20
XXXX-LARGE (60-62)	72	26	20
TOLERANCES	+-1"	+-½"	+-½"
LONG LENGTH	+-1"	+1"	+1"
X-LONG LENGTH	+-1"	+2"	+2"

PRECINCT NO. 4

STANDARD INDUSTRIAL SHIRTS/SMOCKS
Long Sleeve
Short Sleeve
Extended Sizes (Any additional costs)
65% Polyester/ 35% Cotton
Blue Approximately 235
Navy Approximately 20

EMBLEMS
County Emblem (Left Breast Attachment)
*Emblem Consists of White Thread/ Cursive Lettering on a 4 ½" x 2 ½" Navy Blue Patch Reading
"HIDALGO COUNTY PCT. #4"
Name (Right Breast Direct Embroidery)
*Name will be Employees First or Last Name in 1" Black Thread Cursive Letters

ELECTIONS DEPARTMENT

DUTY POLO

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

BOOT CAMP

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

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

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

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

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

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

COOKING HATS
Disposable white, (Sizes med, large)

SWEAT ASH GRAY TOP
Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs

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

SWEAT ASH GRAY BOTTOM
50% Cotton, 50% Polyester
Elastic cuffs
Sizes small, medium and large

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

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

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

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

PRECINCT NO. 1

PATCHES, EMBLEMS OR EMBROIDERY
Precinct Emblem (Left Breast Attachment)
*Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it. **PICS INCLUDED**
Name (Right Breast Attachment)
*Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.

IT DEPARTMENT

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

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

332ND DISTRICT COURT

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

ACADEMIC CAPS
Mortarboard with folding crown. Four, Six and Eight Corner

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

MASTER COURT NO. 2

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

CONSTABLE PRECINCT NO. 3

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

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

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

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

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

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

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

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

RED SHOLDER CORDS
See attached photo

UNIFORM PATCHES
See attached photo, subject to change colors

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

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

RAIN COVERS FOR HATS
Plastic covers for hats 4"brim

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

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

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

SHIRT
Body armor under shirt (sizes small and up)

TWILL LONG SLEEVE SHIRT
Embroidered with name and department emblem or badge (sizes small and up)

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

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

PRECINT NO. 3

LONG SLEEVE TWILL
5 ounce, 100% Cotton

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

SECURITY DEPARTMENT

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

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

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

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

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

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

EXHIBIT "B"
PAYMENT SCHEDULE

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

Item	Description	MCM Sporting Goods	Uniforms of Texas
	JUVENILE PROBATION		
01B.	Swat Boots (Men) 9-10 ½ W	No Bid	[illegible]
	(Women) 7-9	No Bid	[illegible]
01C.	Belts Small-X Large (Elastic)	$4.95	[illegible]
01F.	Staff T-Shirts Small-XLarge	$10.50	[illegible]
	2XLarge	$11.50	[illegible]
01J.	Regular Length Walking Shorts Small-XLarge	No Bid	No Bid
	2XLarge-4XLarge	No Bid	No Bid
01K.	Heavy Duty Canvas Step Ins Deck Style Shoes Sizes 5-13	No Bid	No Bid
01L.	Sport Bras Small-XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]
01P.	Sweatshirts Medium-XLarge	$8.50	[illegible]
	2XL-3XL	$9.50	[illegible]
		Average: $9.00	[illegible]
01Q.	Sweatpants- XLarge	[illegible]	$9.85
	2XL-3XL	[illegible]	$11.85
	FIRE MARSHAL	**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
02A.	Long Sleeve Twill Medium- XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]
02B.	Short Sleeve Twill Medium- XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]
02C.	Sport Shirt Polo Medium-XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]
02E.	T-Shirts Medium-XLarge	No Bid	[illegible]
	2 XLarge	No Bid	[illegible]
02F.	Sweatshirts Medium- XLarge	[illegible]	$7.80
	2 XLarge	[illegible]	$9.80
		[illegible]	Average $8.80
02G.	Class A Shirt Medium- XLarge	No Bid	[illegible]
	2 XLarge	No Bid	[illegible]

02H.	Tactical Pant Men 30-44	No Bid	[illegible]
	Women 8-16	No Bid	[illegible]
02I.	Heavy Duty Work Pant Men 30-44	No Bid	[illegible]
	Women 8-16	No Bid	[illegible]
02J.	Class A Trouser Men 30-44	No Bid	[illegible]
	Women 8-16	No Bid	[illegible]
02L.	Windbreaker Medium-XLarge	$15.00	[illegible]
	2XLarge	$16.95	[illegible]
02M.	Raincoat Medium-XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]
02N.	Duty Jacket Medium-XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]
02P.	Duty Boot Men 8-12	No Bid	[illegible]
	Women 6-9	No Bid	[illegible]
02Q.	Structural Boot Men 8-12	No Bid	[illegible]
	Women 6-9	No Bid	[illegible]
SHERIFF'S OFFICE		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
03D.	5.7 oz Polo Shirts XSmall-XLarge	[illegible]	No Bid
	2XLarge-6XLarge	[illegible]	No Bid
03E.	5.5 Oz Poplin Shirts X-Small - X-Large	[illegible]	No Bid
	2XLarge-6XLarge	[illegible]	No Bid
03F.	Force 10 Jacket Small-XLarge	No Bid	No Bid
	2XLarge-4-XLarge	No Bid	No Bid
PRECINCT #4		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
04A.	Standard Industrial Shirts/Smocks Small-XLarge	No Bid	[illegible]
	2XLarge-5XLarge	No Bid	[illegible]
ELECTIONS DEPARTMENT		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
05A.	Duty Polo Medium-XLarge 2XLarge-3XLarge	No Bid	[illegible]
		No Bid	[illegible]
BOOT CAMP		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
06B.	Boxer Briefs Small-2XLarge	No Bid	[illegible]
		[illegible]	Average $7.84
06J.	T-Shirts Crew Neck Small-Large	$4.95	[illegible]
06L.	Socks	No Bid	[illegible]

06M.	Running Shoes 7 ½- 11	No Bid	No Bid
	IT DEPARTMENT	**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
08B.	Sport Shirt Polo- Small- XLarge	$17.95	[illegible]
	2XLarge	$18.95	[illegible]
	CONSTABLE PRECINCT # 3	**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
11A.	Raincoat Small-X-Large	No Bid	[illegible]
	2XLarge-6XLarge	No Bid	[illegible]
11B.	Trouser Belt	No Bid	[illegible]
11C.	Tie	No Bid	[illegible]
11D.	Tactical Uniform Small-XLarge	No Bid	[illegible]
	2XL-6XL	No Bid	[illegible]
11E.	Pants Small-XLarge	No Bid	[illegible]
	2XL-6XL	No Bid	[illegible]
11F.	Caps Small-XXLarge	No Bid	[illegible]
11G.	T-Shirts Small-XLarge	No Bid	[illegible]
	2XL-6XL	No Bid	[illegible]
11Q.	Shirts Small-XLarge	$19.95	[illegible]
11R.	Twill Long Sleeve Shirt (Small-XLarge)	$26.95	[illegible]
	PRECINCT # 3	**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
12A.	Duty Polo Medium-XLarge	No Bid	[illegible]
	2XLarge-3XLarge	No Bid	[illegible]
	SECURITY-ADMINISTRATION	**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
13A.	Breathable Polo Style Bike Patrol Shirt Small-XLarge	No Bid	[illegible]
	2XLarge-3XLarge	No Bid	[illegible]
13B.	Class A Zipper Front Shirt Med-XLarge	No Bid	[illegible]
	2XLarge-3XLarge	No Bid	[illegible]
13C.	Color Block Two Tone Polo Shirt Medium-XLarge	No Bid	[illegible]
	2XLarge-3XLarge	No Bid	[illegible]
13D.	Tactical Uniform Pant Waist Sizes 32-40	No Bid	[illegible]
13E.	All Season Law Duty Jacket Small-XLarge	No Bid	[illegible]
	2XLarge	No Bid	[illegible]

MCM Sporting Goods Inc
1302 North Conway
Mission, Texas 78572
956-581-1632
956-581-1685
Contact: Jorge Garza
mcmsports@yahoo.com

Uniforms Of Texas
6601 Montana Suite B & C
El Paso, Texas79925
915-771-6601
915-843-6601 Fax
Contact: Hector Ayala
uniformsoftexas@yahoo.com

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

01. ***Juvenile Probation***

A.	BDU Trousers Sizes XS-XL	$ N/B
B.	Swat Boots (Men) 9-10 ½ W (Women) 7-9	$ N/B $ N/B
C.	Belts Small- X Large Elastic	$ 4 95
D.	Youth T-Shirts Small- X Large	$ 4 50
E.	Youth Shorts Small- X Large	$ 6 25
F.	Staff T-Shirts Small- XLarge 2XLarge	$ 10 50 $ 11 50
G.	Staff Shorts Small- XLarge 2XLarge	$ 6 95 $ 7 95
H.	Windbreaker Jackets Small-XLarge 2XLarge	$ N/B $ N/B
I.	V-Neck Shirts Small- XLarge 2XLarge-4XLarge	$ $
J.	Regular Length Walking Shorts Small-XLarge 2XLarge-4XLarge	$ $
K.	Heavy Duty Canvas Step Ins Deck Style Shoes Sizes 5-13	$
L.	Sport Bras Small-XLarge 2XLarge	$ $
M.	Women's Panties Sizes 5-10	$
N.	Men's Briefs Small-XLarge	$

O.	Tube Socks Small-Large	$ N/B
P.	Sweatshirts Medium-XLarge 2XL-3XL	$ 8.50 $ 9.50
Q.	Sweatpants- XLarge 2XL-3XL	$ 7.95 $ 8.95
R.	Disposable Shirts & Trousers Med. XLarge 2 XLarge	$ — $ —

02. ***Fire Marshal***

A.	Long Sleeve Twill Medium- XLarge 2XLarge		$ N/B $
B.	Short Sleeve Twill Medium- XLarge 2XLarge		$ $
C.	Sport Shirt Polo Medium-XLarge 2XLarge		$ $
D.	Duty Polo Medium-XLarge 2 XLarge		$ $
E.	T-Shirts Medium-XLarge 2 XLarge		$ $
F.	Sweatshirts Medium- XLarge 2 XLarge		$ 7.95 $ 8.95
G.	Class A Shirt Medium- XLarge 2 XLarge		$ N/B $
H.	Tactical Pant	Men 30-44 Women 8-16	$ $
I.	Heavy Duty Work Pant	Men 30-44 Women 8-16	$ $
J.	Class A Trouser	Men 30-44 Women 8-16	$ $

K.	Tactical Trouser	Men 30-44 Women 8-16	$ N/3 $ N/3
L.	Windbreaker Medium-XLarge 2XLarge		$ 15.00 $ 16.95
M.	Raincoat Medium-XLarge 2XLarge		$ N/3 $
N.	Duty Jacket Medium-XLarge 2XLarge		$ $
O.	Overalls Medium-XLarge 2XLarge		$ $
P.	Duty Boot	Men 8-12 Women 6-9	$ $
Q.	Structural Boot	Men 8-12 Women 6-9	$ $
R.	Caps		$ 6.95

03. ***Sheriff's Office***

A.		$ N/3 $
B.		$ $
C.		$ $
D.	5.7 oz Polo Shirts XSmall-XLarge 2XLarge-6XLarge	$ 17.95 $ 18.95 - 19.95 - 20.95
E.	5.5 Oz Poplin Shirts X-Small - X-Large 2XLarge-6XLarge	$ 22.95 $ 23.95 - 24.95 - 25.95
		$ N/3
F.	Force 10 Jacket Small-XLarge 2XLarge-4-XLarge	$ $

04. ***Precinct No. 4***

A.	Standard Industrial Shirts/Smocks Small-XLarge 2XLarge-5XLarge	$ N/B $ N/B
B.	Emblems	$ 5.00

05. ***Elections Department***

A.	Duty Polo Medium-XLarge 2XLarge-3XLarge	$ N/B $ N/B

06. ***Boot Camp***

A.	T-Shirts Medium-XLarge 2XLarge	$ 4.95 $ 5.95
B.	Boxer Briefs Small-2XLarge	$
C.	Sweatshirts Small-XLarge 2XLarge	$ 8.25 $ 8.95
D.	Sweatpants Small-XLarge 2XLarge	$ 8.95 $ 9.95
E.	Long Sleeve Twill Medium-XLarge 2XLarge	$ N/B $
F.	Sport Shirt Polo Small-XLarge 2XLarge	$ $
G.	Cooking Hats Med, Large	$ N/B
H.	Sweat Ash Gray Top Small, Med, Large	$ 8.50
I.	Sweat Ash Gray Bottom Small, Med, Large	$ 8.95
J.	T-Shirts Crew Neck Small, Med, Large	$ 4.95
K.	Boxer Underwear Small, Medium, Large	$ N/B
L.	Socks	$
M.	Running Shoes 7 ½- 11	$

07. ***Precinct No. 1***

A.	Patches, Emblems, Embroidery	$ 5.00

08. ***IT Department***

A.	Shirts- Small- XLarge	$ 24.95
	2XLarge	$ 26.95
	Sport Shirt Polo-Small-XLarge	$ 17.95
	2XLarge	$ 18.95

09. ***332nd District Court***

A.	Judicial Robes	$ N/3
B.	Academic Caps	$
C.	Tassels	$

10. ***Master Court No. 2***

A.	Judicial Robes	$ N/3

11. ***Constable Precinct No. 3***

A.	Raincoat Small-X-Large	$ N/3
	2XLarge-6XLarge	$
B.	Trouser Belt	$
C.	Tie	$
D.	Tactical Uniform Small-XLarge	$
	2XL-6XL	$
E.	Pants Small-XLarge	$
	2XL-6XL	$
F.	Caps Small-XXLarge	$
G.	T-Shirts Small-XLarge	$
	2XL-6XL	$

H.	Name Strips	N/3
I.	Red Shoulder Cords	$
J.	Uniform Patches	$
K.	Dress Gloves Medium-XLarge	$
L.	Replacement Buttons for Shirts	$
M.	Rain Covers for Hats	$
N.	Cowboy Hats (See Specifications)	$
O.	Shirts Men's Small-XLarge	$
	2XL-3XL	$
	Women's Small-XXLarge	$
P.	Caps	$ 7.95
Q.	Shirts Small-XLarge	$ 19.95
R.	Twill Long Sleeve Shirt (Small-X-Large)	$ 26.95
S.	Polo Shirt Small-X-Large	$ 19.95
T.	Traditional Work Coat Small-X-Large	$ N/3

12. ***Precinct No. 3***

A.	Duty Polo Medium-XLarge	$ N/3
	2XLarge-3XLarge	$

13. ***Security -Administration***

A.	Breathable Polo Style Bike Patrol Shirt Small-XLarge	$ N/3
	XX-Large-XXX-Large	$
B.	Class A Zipper Front Shirt Medium-XLarge	$
	XX-Large-XXX-Large	$
C.	Color Block Two Tone Polo Shirt Medium-XLarge	$
	XX-Large-XXX-Large	$
D.	Tactical Uniform Pant Waist Sizes 32-40	$

E.	All Season Law D...y Jacket Small(34-36)-X-Large XXLarge (50-52)	$ N/B $ N/B

BIDDER/COMPANY NAME: MCM Sporting Goods Inc.

ADDRESS: 1302 N. Conway

CITY/STATE/ZIP: Mission TX 78572

PHONE NO/FAX NO: 956 581-1632 / 956 581-1685

E-MAIL ADDRESS: mcmsports@yahoo.com

AUTHORIZED SIGNATURE: [signature]

TITLE: Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CC MCMSP-1 | DATE (MM/DD/YYYY) 06/09/08

PRODUCER

Mission/Duncan Ins Agency
P O Box 753
Mission TX 78573-0753
Phone: 956-581-2183 Fax: 956-581-4226

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

MCM Sporting Goods
Mary Garza
1302 N. Conway
Mission TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco Insurance Co.	11070
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	X	GENERAL LIABILITY	02BP28039940	01/29/08	01/29/09	EACH OCCURRENCE	$ 1000000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$ 10000
		X Business Owners				PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$ 2000000
		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	$
		OTHER				PROPERTY	160000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SPORTING GOODS STORE

CERTIFICATE HOLDER

HIDALG3

Hidalgo County
100 South Closner
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

Joe Haviland

© ACORD CORPORATION 19

Phone: (956) 581-2183
Fax: (956) 581-4226

Fax

From:	Crissy Cantu	**To:**	Rocio Villarreal
Pages:	2	**Fax:**	(956) 318-2629
Date:	6/9/2008 04:31:01 PM	**Phone:**	( ) -
Subject:	MCM Sporting Goods		

Confidential Note: Information in this facsimile is confidential and intended for use by the individual or entity named If you received this telecopy in error, please immediately telephone us and return the original via U.S. Postal

Message:

Rocio,

Here is the Certificate of Liability Insurance requested. Let me know if you need anything else.

Thank you,

Crissy Cantu

REQUIREMENTS AGREEMENT
C-08-044A-04-14

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 14, 2008** by and between **Hector Ayala dba Uniforms of Texas. a TEXAS Sole Proprietor Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Purchase of Uniforms and/or Accessories," on an "As Needed Basis"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer in **" Hidalgo County"** in the areas of **HIDALGO COUNTY** projects for a period of April 14, 2008 from April 13, 2009 with the option to renew for an additional one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. 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.

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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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: Hector Ayala dba Uniforms of Texas
6601 Montana Suite B & C
El Paso, Texas 79925

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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 sixty (60) 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).

m. **Insurance.** 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 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.

n. **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 therefor 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.

APPROVED BY COMMISSIONERS COURT ON, April 14, 2008

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Date: 5-14-08

ALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date: _____

Vendor: Hector Ayala dba Uniforms of Texas
By: _____
Printed Name: Hector Ayala
Title: Owner
Date: 5/21/08

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

Hidalgo County
"Purchase of Uniforms and/or Accessories"

Bid No. 2008-044-02-27-YSI

February 27, 2008

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

SCOPE OF THE CONTRACT

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

GENERAL REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be **equal or exceeded**. Any bid that does not meet the minimum requirements and/or specifications specified will be rejected.

2) Vendor (s) are encouraged to bid on one or multiple items.

3) Specifications may vary by department. Colors, lettering and logos/emblems/seal may differ and no additional fees shall be assessed to the County on similar items.

4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.

5) Bidders are responsible for all testing costs of their sample garments.

6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.

7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.

8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)

9) All uniforms shall be new and unused.

10) Departments will purchase uniforms **"on an as needed basis"**; there is no guarantee on annual volume.

11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.

12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.

13) All emblem, seal, logos and embroidery fees shall be included in the unit price.

TERMS AND CONDITIONS

1.The initial term of this contract will be for a one (1) year term, with the County's option to extend the contract for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.

2.Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3.Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.

4.Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")

5.Hidalgo County reserves the right to award bid to separate/multiple bidders if it is in the best interest of the County.

6.Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

7.Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.

8.All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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

SPECIFCATIONS

JUVENILE PROBATION

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

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

BELTS
Color- Black
Sizes- Small through X Large

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

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

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

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

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

V-NECK SHIRTS
Polyester/ Cotton Blend Fabric
Triple Stitch Short Sleeve
Color-Navy with No Lettering
Sizes- Male and Female small through 4 X Large

REGULAR LENGTH WALKING SHORTS
Polyester/ Cotton Blend
Elastic Waistband no drawstring or pockets
Color- navy with no lettering
Sizes- Male and Female small through 4X Large

HEAVY DUTY CANVAS STEP INS DECK STYLE SHOES
Canvas uppers, non skid rubber soles
Color- Navy
Sizes Male and Female 5-13

SPORT BRAS
Two ply lycra/cotton
Hookless pull on style no metal of plastic, racer style back
Color- White
Sizes- small through XX Large

WOMEN'S PANTIES
Brief style
Elastic waistband and leg bands, cotton
Color- white
Sizes 5 through 10

MEN'S BRIEFS
Cotton
Color- White
Size- Small through X Large

TUBE SOCKS
Cotton Polyester blend
Color- white
Size- small through large

SWEATSHIRTS
50% Cotton/ 50% Polyester
Long sleeves
Color- navy
Size- Medium through 3 XL

SWEATPANTS
50% Cotton/ 50% Polyester
Elastic Waistband, Removable Drawstring
Color- Navy
Size- Medium through 3 XL

DISPOSABLE SHIRTS AND TROUSERS
Spun bonded polypropylene, cloth like fabric
Color- Light blue
Size- Medium through XX Large

FIRE MARSHAL

LONG SLEEVE TWILL
5 ounce, 100% Cotton
Back Pleat
Double Needle Stitching
Patch Pockets
Button- down collars
Button- through sleeve plackets and adjustable cuffs
Fabric is garment washed
Shirts to be embroidered with "COUNTY SEAL" and Office wording
Sizes are M-XXL
Colors:
- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

SHORT SLEEVE TWILL
5 ounce, 100% Cotton
Double needle stitching
Patch pockets
Button- down collar
Double needle hemmed at sleeve cuffs
Fabric is garment washed
Shirts to be embroidered with "County Seal" and Office wording
Sizes are M-XXL

PICS INCLUDED

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

SPORT SHIRT POLO
6.1 ounce, 100% Cotton
Welt Collar
2 Button Placket
Side Seamed with a double needle stitched sleeve and bottom hem
Colorfast to maintain original color
Sizes will vary from M-XXL
Colors- Navy, Khaki, Red, Hunter Green, Black

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

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

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

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

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

HEAVY DUTY WORK PANT
Stain-resistant
8 ounce 65% poly/ 35% cotton twill
Durable press finish so pants need little or no ironing
Button closure and button close back pocket
Full cut thigh, double stitched pockets
30-44 waist sizes for men and 8-16 sizes for women
Colors- Khaki, navy, black

CLASS A TROUSER
5 oz 65% polyester 35% cotton
Brass ratcheting YKK zipper
Crush- proof hook and eye closure
30-44 waist sizes for men and 8-16 sizes for women
Colors- Navy, Black, Khaki

TACTICAL TROUSER
6.5 oz 65% polyester/ 35% cotton twill
Gripper elastic waistband shirtstay
Two 8.5"deep rear flashlight pockets (sap pockets)
Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures)
Two back pockets with button tabs
Large keystone belt loops
Brass fly zipper with auto-lock closure
Split seam tailored construction
Extra strength tandem-needle seat seam
Triangular bartacks at all stress points
30-44 waist sizes for men and 8-16 sizes for women
Color- Navy, Black

WINDBREAKER
Two front slash pockets
Drawstring bottom
Snap front closure
Water repellent nylon shell
Lightweight flannel lining
Set in sleeves with elasticized cuffs
Sizes will vary from M- XXL
Color- navy

RAINCOAT
ANSI Class 3 Reversible 50" Raincoat
Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester
Made from NFPA 701 flame retardant material
ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping
Sealed seams and storm front with snap closure for full protection
Raglan sleeves for easy movement
Coat to come with pass-through pocket for easy access to duty belt and gear.
Sizes will vary from M- XXL

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

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

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

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

CAPS
Baseball type
100% polyester
Velcro adjustable strap
Color- Navy

SHERIFF'S OFFICE

POLYPROPYLENE (OR EQUIVALENT) PANTS

Polypropylene (or equivalent to) light weight, spun bonded pants, with elastic waist. In a 1.25 oz material weight. Porous construction accounts for breathable, economical, and disposable garment.
Color- Navy Blue
Sizes: Small- 5Xlarge

5.7 OZ POLO SHIRTS

Assorted colors of 65% Polyester/ 35% Cotton Polo Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¾" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis
Male Sizes with pocket from X-small to 6 XLarge
Female Sizes w/out pocket from X-small to 6 XLarge
Assorted Shirt colors to include red, white, navy, tan, royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.
Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons.

5.5 OZ POPLIN SHIRTS

Assorted colors of 65% Polyester/ 35% Cotton Poplin Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¾" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis
Male Sizes with pocket from X-small to 6 XLarge in both long and short sleeve with pocket
Female Sizes w/out pocket from X-small to 6 XLarge in both long and short sleeve w/out pocket
Assorted Shirt colors to include red, white, navy, tan , royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.
Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons

FORCE 10 JACKET (EQUAL OR BETTER)
WATERPROOF/BREATHABLE

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

I. FABRIC/MATERIALS

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

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

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

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

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

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

Interlining: White Pellon C-39

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

Fleece Pocketing: Black, Fleece.

Fasteners: All fasteners shall be as follows or equivalent:

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

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

Eyelets: Black, metal, small.

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

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

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

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

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

Metal Buttons: 24 Ligne.

Button Rings: Silver rings.

II. DESIGN FEATURES

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

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

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

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

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

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

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

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

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

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

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

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

HANGTAGS

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

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

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

The following sizes have been established.

SIZE CHART:

SIZE	FINISHED CHEST	BACK LENGTH	SLEEVE INSEAM
SMALL (36-38)	48	26	20
MEDIUM (40-42)	52	26	20
LARGE (44-46)	56	26	20
X-LARGE (48-50)	60	26	20
XX-LARGE (52-54)	64	26	20
XXX-LARGE (56-58)	68	26	20
XXXX-LARGE (60-62)	72	26	20
TOLERANCES	+-1"	+-½"	+-½"
LONG LENGTH	+-1"	+1"	+1"
X-LONG LENGTH	+-1"	+2"	+2"

PRECINCT NO. 4

STANDARD INDUSTRIAL SHIRTS/SMOCKS
Long Sleeve
Short Sleeve
Extended Sizes (Any additional costs)
65% Polyester/ 35% Cotton
Blue Approximately 235
Navy Approximately 20

EMBLEMS
County Emblem (Left Breast Attachment)
*Emblem Consists of White Thread/ Cursive Lettering on a 4 ½" x 2 ½" Navy Blue Patch Reading
"HIDALGO COUNTY PCT. #4"
Name (Right Breast Direct Embroidery)
*Name will be Employees First or Last Name in 1" Black Thread Cursive Letters

ELECTIONS DEPARTMENT

DUTY POLO

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

BOOT CAMP

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

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

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

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

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

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

COOKING HATS
Disposable white, (Sizes med, large)

SWEAT ASH GRAY TOP
Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs

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

SWEAT ASH GRAY BOTTOM
50% Cotton, 50% Polyester
Elastic cuffs
Sizes small, medium and large

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

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

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

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

PRECINCT NO. 1

PATCHES, EMBLEMS OR EMBROIDERY
Precinct Emblem (Left Breast Attachment)
*Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it. **PICS INCLUDED**
Name (Right Breast Attachment)
*Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.

IT DEPARTMENT

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

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

332ND DISTRICT COURT

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

ACADEMIC CAPS
Mortarboard with folding crown. Four, Six and Eight Corner

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

MASTER COURT NO. 2

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

CONSTABLE PRECINCT NO. 3

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

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

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

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

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

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

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

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

RED SHOLDER CORDS
See attached photo

UNIFORM PATCHES
See attached photo, subject to change colors

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

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

RAIN COVERS FOR HATS
Plastic covers for hats 4"brim

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

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

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

SHIRT
Body armor under shirt (sizes small and up)

TWILL LONG SLEEVE SHIRT
Embroidered with name and department emblem or badge (sizes small and up)

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

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

PRECINT NO. 3

LONG SLEEVE TWILL
5 ounce, 100% Cotton

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

SECURITY DEPARTMENT

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

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

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

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

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

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

EXHIBIT "B"
PAYMENT SCHEDULE

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

Item	Description	MCM Sporting Goods	Uniforms of Texas
	JUVENILE PROBATION		
01B.	Swat Boots (Men) 9-10 ½ W	No Bid	$48.50
	(Women) 7-9	No Bid	$48.50
01C.	Belts Small-X Large (Elastic)	$4.95	$2.50
01F.	Staff T-Shirts Small-XLarge	$10.50	$2.50
	2XLarge	$11.50	$4.50
01J.	Regular Length Walking Shorts Small-XLarge	No Bid	No Bid
	2XLarge-4XLarge	No Bid	No Bid
01K.	Heavy Duty Canvas Step Ins Deck Style Shoes Sizes 5-13	No Bid	No Bid
01L.	Sport Bras Small-XLarge	No Bid	$15.90
	2XLarge	No Bid	$17.90
01P.	Sweatshirts Medium-XLarge	$8.50	$7.85
	2XL-3XL	$9.50	$9.85
		Average: $9.00	Average: $8.85
01Q.	Sweatpants- XLarge	$7.95	$9.85
	2XL-3XL	$8.95	$11.85
	FIRE MARSHAL	**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
02A.	Long Sleeve Twill Medium- XLarge	No Bid	$21.90
	2XLarge	No Bid	$23.90
02B.	Short Sleeve Twill Medium- XLarge	No Bid	$21.90
	2XLarge	No Bid	$23.90
02C.	Sport Shirt Polo Medium-XLarge	No Bid	$15.90
	2XLarge	No Bid	$17.90
02E.	T-Shirts Medium-XLarge	No Bid	$3.14
	2 XLarge	No Bid	$5.14
02F.	Sweatshirts Medium- XLarge	$7.95	$7.80
	2 XLarge	$8.95	$9.80
		Average $8.45	Average $8.80
02G.	Class A Shirt Medium- XLarge	No Bid	$34.00
	2 XLarge	No Bid	$36.00

02H.	Tactical Pant Men 30-44 Women 8-16	No Bid	$31.00
		No Bid	$31.00
02I.	Heavy Duty Work Pant Men 30-44 Women 8-16	No Bid	$16.95
		No Bid	$16.95
02J.	Class A Trouser Men 30-44 Women 8-16	No Bid	$15.95
		No Bid	$15.95
02L.	Windbreaker Medium-XLarge 2XLarge	$15.00	$13.95
		$16.95	$15.95
02M.	Raincoat Medium-XLarge 2XLarge	No Bid	$59.00
		No Bid	$61.00
02N.	Duty Jacket Medium-XLarge 2XLarge	No Bid	$112.00
		No Bid	$114.00
02P.	Duty Boot Men 8-12 Women 6-9	No Bid	$87.00
		No Bid	$87.00
02Q.	Structural Boot Men 8-12 Women 6-9	No Bid	$223.00
		No Bid	$223.00
SHERIFF'S OFFICE		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
03D.	5.7 oz Polo Shirts XSmall-XLarge 2XLarge-6XLarge	$17.95	No Bid
		$18.95 $19.95 $20.95	No Bid
03E.	5.5 Oz Poplin Shirts X-Small - X-Large 2XLarge-6XLarge	$22.95	No Bid
		$23.95 $24.95 $25.95	No Bid
03F.	Force 10 Jacket Small-XLarge 2XLarge-4-XLarge	No Bid	No Bid
		No Bid	No Bid
PRECINCT #4		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
04A.	Standard Industrial Shirts/Smocks Small-XLarge 2XLarge-5XLarge	No Bid	$12.05
		No Bid	$14.05
ELECTIONS DEPARTMENT		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
05A.	Duty Polo Medium-XLarge 2XLarge-3XLarge	No Bid	$26.00
		No Bid	$28.00
BOOT CAMP		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
06B.	Boxer Briefs Small-2XLarge	No Bid	$12.00
		Average $8.60	Average $7.84
06J.	T-Shirts Crew Neck Small-Large	$4.95	$3.43
06L.	Socks	No Bid	$3.50

06M.	Running Shoes 7 ½- 11	No Bid	No Bid
IT DEPARTMENT		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
08B.	Sport Shirt Polo- Small- XLarge	$17.95	$9.19
	2XLarge	$18.95	$11.19
CONSTABLE PRECINCT # 3		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
11A.	Raincoat Small-X-Large	No Bid	$11.95
	2XLarge-6XLarge	No Bid	$13.95
11B.	Trouser Belt	No Bid	$12.90
11C.	Tie	No Bid	$3.20
11D.	Tactical Uniform Small-XLarge	No Bid	$19.90
	2XL-6XL	No Bid	$21.90
11E.	Pants Small-XLarge	No Bid	$19.60
	2XL-6XL	No Bid	$21.60
11F.	Caps Small-XXLarge	No Bid	$4.50
11G.	T-Shirts Small-XLarge	No Bid	$4.75
	2XL-6XL	No Bid	$6.75
11Q.	Shirts Small-XLarge	$19.95	$13.90
11R.	Twill Long Sleeve Shirt (Small-XLarge)	$26.95	$16.90
PRECINCT # 3		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
12A.	Duty Polo Medium-XLarge	No Bid	$12.90
	2XLarge-3XLarge	No Bid	$14.90
SECURITY-ADMINISTRATION		**MCM SPORTING GOODS**	**UNIFORMS OF TEXAS**
13A.	Breathable Polo Style Bike Patrol Shirt Small-XLarge	No Bid	$25.00
	2XLarge-3XLarge	No Bid	$27.00
13B.	Class A Zipper Front Shirt Med-XLarge	No Bid	$43.00
	2XLarge-3XLarge	No Bid	$45.00
13C.	Color Block Two Tone Polo Shirt Medium-XLarge	No Bid	$40.00
	2XLarge-3XLarge	No Bid	$42.00
13D.	Tactical Uniform Pant Waist Sizes 32-40	No Bid	$47.00
13E.	All Season Law Duty Jacket Small-XLarge	No Bid	$89.00
	2XLarge	No Bid	$91.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/08

PRODUCER
BACA INSURANCE
VICTOR BACA
5539 N MESA SUITE A
EL PASO, TX 79912
PHONE: 915 231 9969

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
HECTOR AYALA
DBA UNIFORMS OF TEXAS
6601 MONTANA AVE
EL PASO, TX 79925

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SAFECO INSURANCE	
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	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	01CH35449310	02/06/2008	02/06/2009	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 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	01CH70764108	11/19/2007	11/19/2008	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	02WC55900410	12/19/07	12/19/08	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

CERTIFICATE HOLDER X

HIDALGO COUNTY
2812 S HIGHWAY BUSINESS #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

© 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.

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Hector Ayala, Owner
UNIFORMS OF TEXAS
6601 Montana Avenue, Suite B&C
El Paso, Texas 79925

via facsimile (915) 771-6601
e-mail uniformsoftexas@yahoo.com

Re: ***Extension of Contract No. C-08-044A-04-14-"Uniforms and Accessories"- Hidalgo County***

Dear Mr. Ayala:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for the additional One (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 2:00 p.m., via email attn: lettysaenz@yahoo.com and to via facsimile (956) 956-318-2629.

By: _____ Date: 4/16/09
Hector Ayala, Owner

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Manuel Longoria, Jr., Vice President
MCM SPORTING GOODS, INC.
1302 N. Conway
Mission, Texas 78272

via facsimile (956) 581-1685
e-mail mcmsports@yahoo.com

Re: ***Extension of Contract No. C-08-044-04-14-"Uniforms and Accessories"- Hidalgo County***

Dear Mr. Longoria:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for the additional One (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 2:00 p.m., via email attn: lettysaenz@yahoo.com and to via facsimile (956) 956-318-2629.

By: _____ Date: 4/16/09
Manuel Longoria, Jr., Vice President

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-002-001-0-605	93RD DC-CLOTHING & UNIFORMS	385.00	385.00	.00	.00	385.00	.00
9-1100-412-00-003-001-0-605	139TH DC-CLOTHING AND UNIFORMS	200.00	200.00	.00	.00	200.00	.00
9-1100-412-00-006-001-0-605	332ND DC-CLOTHING & UNIFORMS	400.00	400.00	.00	.00	400.00	.00
9-1100-412-00-009-001-0-605	398TH DC-CLOTHING & UNIFORMS	.00	400.00	14.50	349.00	36.50	90.88
9-1100-412-00-032-001-0-605	MASTER CRT II-CLOTHING & UNIFORMS	341.00	341.00	.00	.00	341.00	.00
9-1100-412-00-062-001-0-605	JP PCT 1/PL 2-CLOTHING & UNIFORMS	450.00	450.00	.00	.00	450.00	.00
9-1100-412-00-068-001-0-605	JP PCT 4/PL 2-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
9-1100-412-30-085-003-0-605	PUBLIC DEFENDER-CLOTHING & UNIFORMS	300.00	300.00	49.90	49.90	200.20	33.27
9-1100-415-50-190-002-0-605	HUMAN RESOURCES-CLOTHING & UNIFORMS	110.00	110.00	.00	.00	110.00	.00
9-1100-419-40-115-069-0-605	CRTHSE PK LOT-CLOTHING & UNIFORMS	5,500.00	4,800.00	3,193.00	.00	1,607.00	66.52
9-1100-419-40-220-001-0-605	GEN GOVT BLDG-CLOTHING & UNIFORMS	8,000.00	8,000.00	.00	.00	8,000.00	.00
9-1100-419-50-115-059-0-605	DBM-SAFETY DIV-CLOTHING & UNIFORMS	1,500.00	1,500.00	.00	668.80	831.20	44.59
9-1100-421-00-280-001-0-605	SHERIFF-CLOTHING & UNIFORMS	72,026.00	72,026.00	1,607.81	.00	70,418.19	2.23
9-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	4,500.00	4,500.00	.00	.00	4,500.00	.00
9-1100-421-00-292-001-0-605	CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	3,000.00	1,132.20	1,680.00	187.80	93.74
9-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	5,000.00	5,000.00	2,666.95	.00	2,333.05	53.34
9-1100-421-00-294-001-0-605	CONSTABLE PCT.4-CLOTHING & UNIFORMS	1,301.00	11,301.00	6,347.00	55.40	4,898.60	56.65
9-1100-421-00-295-001-0-605	CONSTABLE PCT.5-CLOTHING & UNIFORMS	3,000.00	3,000.00	.00	1,736.00	1,264.00	57.87
9-1100-422-10-300-001-0-605	EMERG SRVS-FM-CLOTHING & UNIFORMS	6,000.00	4,000.00	.00	.00	4,000.00	.00
9-1100-423-21-280-002-0-605	JAIL-CLOTHING & UNIFORMS	70,000.00	70,000.00	11,851.00	1,639.50	56,509.50	19.27
9-1100-423-32-330-001-0-605	JUV DET HM-CLOTHING & UNIFORMS	10,000.00	10,000.00	.00	1,437.50	8,562.50	14.38
9-1100-423-60-330-002-0-605	JUV PROB-CLOTHING & UNIFORMS	2,500.00	2,500.00	563.23	428.41	1,508.36	39.67
9-1100-429-00-300-023-0-605	EMERG SRVS-EM-CLOTHING & UNIFORMS	10,000.00	2,500.00	.00	.00	2,500.00	.00
9-1100-432-00-121-001-0-605	SANITATION PCT.1-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
9-1100-432-00-122-001-0-605	SANITATION PCT.2-CLOTHING & UNIFORMS	1,500.00	3,830.00	.00	.00	3,830.00	.00
9-1100-432-00-123-001-0-605	SANITATION PCT.3-CLOTHING & UNIFORMS	3,500.00	3,500.00	1,707.29	47.21	1,745.50	50.13
9-1100-432-00-124-001-0-605	SANITATION PCT.4-CLOTHING & UNIFORMS	2,700.00	2,700.00	.00	14.95	2,685.05	.55

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	3,000.00	528.00	.00	2,472.00	17.60
9-1100-444-00-360-001-0-605	CHILD WELFARE-CLOTHING & UNIFORMS	4,340.00	4,340.00	.00	.00	4,340.00	.00
9-1100-466-00-121-050-0-605	PCT.1 CRC-CLOTHING & UNIFORMS	.00	120.00	.00	.00	120.00	.00
9-1100-466-00-122-018-0-605	PCT 2 CRC-CLOTHING & UNIFORMS	75.00	75.00	.00	.00	75.00	.00
9-1100-466-00-122-082-0-605	PCT 2 CRC S TOWER RD-CLOTHING & UNIFORMS	100.00	100.00	.00	.00	100.00	.00
1100 GENERAL FUND		**220,728.00**	**223,378.00**	**29,660.88**	**8,106.67**	**185,610.45**	**16.91**
1200 R&B COUNTYWIDE							
9-1200-431-00-122-004-0-605	CO SHOP-CLOTHING & UNIFORMS	90.00	90.00	.00	.00	90.00	.00
1200 R&B COUNTYWIDE		**90.00**	**90.00**	**.00**	**.00**	**90.00**	**.00**
1201 R&B PRECINCT 1							
9-1201-431-00-121-005-0-605	PCT.1 P/U RD-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	.00	1,000.00	.00
1201 R&B PRECINCT 1		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1202 R&B PRECINCT 2							
9-1202-431-00-122-006-0-605	PCT.2 P/U RD-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
1202 R&B PRECINCT 2		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1203 R&B PRECINCT 3							
9-1203-431-00-123-005-0-605	PCT.3 P/U RD-CLOTHING & UNIFORMS	1,000.00	1,017.99	.00	-544.23	1,562.22	-53.46
9-1203-431-00-123-049-0-605	PCT.3 DRAIN IMPRV PRJ-CLOTHING & UNIF	.00	.00	.00	-50.10	50.10	.00
1203 R&B PRECINCT 3		**1,000.00**	**1,017.99**	**.00**	**-594.33**	**1,612.32**	**-58.38**
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-605	PCT.4 RD ADM-CLOTHING & UNIFORMS	100.00	100.00	.00	.00	100.00	.00
9-1204-431-00-124-007-0-605	PCT.4 P/U RD-CLOTHING & UNIFORMS	8,000.00	8,125.00	.00	267.15	7,857.85	3.29
1204 R&B PRECINCT 4		**8,100.00**	**8,225.00**	**.00**	**267.15**	**7,957.85**	**3.25**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-605	PARKS PCT.1-CLOTHING & UNIFORMS	200.00	244.85	.00	138.35	106.50	56.50
1211 PARKS PRECINCT 1		**200.00**	**244.85**	**.00**	**138.35**	**106.50**	**56.50**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-605	PARKS PCT.2-CLOTHING & UNIFORMS	400.00	400.00	.00	.00	400.00	.00
1212 PARKS PRECINCT 2		**400.00**	**400.00**	**.00**	**.00**	**400.00**	**.00**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-605	PARKS PCT.3-CLOTHING & UNIFORMS	1,600.00	1,600.00	258.70	-282.12	1,623.42	-1.46
1213 PARKS PRECINCT 3		**1,600.00**	**1,600.00**	**258.70**	**-282.12**	**1,623.42**	**-1.46**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1214 PARKS PRECINCT 4							
9-1214-452-00-124-009-0-605	PARKS PCT.4-CLOTHING & UNIFORMS	1,200.00	1,200.00	.00	.00	1,200.00	.00
1214 PARKS PRECINCT 4		**1,200.00**	**1,200.00**	**.00**	**.00**	**1,200.00**	**.00**
1230 CONSTABLE PCT 3 INVESTIGATION HB65							
9-1230-421-00-293-010-0-605	CONST PCT.3 INVESTIG HB65-CLOTHING & UNI	.00	2,500.00	.00	.00	2,500.00	.00
1230 CONSTABLE PCT 3 INVESTIGATION HB65		**.00**	**2,500.00**	**.00**	**.00**	**2,500.00**	**.00**
1252 HIDTA FEDERAL SHARING-US TREASURY							
9-1252-412-00-270-012-0-605	HIDTA US TREASURY-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	.00	1,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1286 DESIGNATED PURPOSE GRANTS LVL 6							
9-1286-423-00-330-004-9-605	S.T.A.R. PROJECT-CLOTHING	.00	1,000.00	.00	.00	1,000.00	.00
1286 DESIGNATED PURPOSE GRANTS LVL 6		**.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-005-0-605	H.D. ADM-CLOTHING & UNIFORMS	.00	1,000.00	.00	.00	1,000.00	.00
1293 HEALTH DEPARTMENT		**.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1294 JUVENILE PROBATION							
9-1294-423-00-330-010-9-605	TJPC-A-2009 - CLOTHING & UNIFORMS	.00	5,000.00	.00	.00	5,000.00	.00
1294 JUVENILE PROBATION		**.00**	**5,000.00**	**.00**	**.00**	**5,000.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-605	WESL B/C-CLOTHING & UNIFORMS	6,000.00	11,000.00	.00	.00	11,000.00	.00
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**6,000.00**	**11,000.00**	**.00**	**.00**	**11,000.00**	**.00**
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-605	RESTITUTION CTR-CLOTHING & UNIFORMS	.00	150.00	.00	.00	150.00	.00
9-1297-423-00-320-020-9-605	SATF-CLOTHING & UNIFORMS	.00	3,218.66	.00	715.89	2,502.77	22.24
1297 ADULT PROBATION		**.00**	**3,368.66**	**.00**	**715.89**	**2,652.77**	**21.25**
9 YEAR		**241,818.00**	**262,524.50**	**29,919.58**	**8,351.61**	**224,253.31**	**14.58**

AI-15074 **8.C.**

Requesting for approval of 1 Yr Extension for HemoCue, Inc.
CC CONSENT

Date:	04/21/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Testing Systems and Related Supplies" for Hidalgo County Precinct No. 3, under the same rates, terms, and conditions with Health and Human Services C-08-007-04-14 Effective: 05/03/09 - 05/02/10

BACKGROUND

Signed notice of extension by HemoCue, Inc. will be attached no later than tomorrow.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-003-0-604

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

BUDGETARY IMPACT:

Available account balance is $24,716.67 as of 4/16/09.

Attachments

Link: 1 Yr Extension

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 12:58 PM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:49 PM	APRV
3	Perla Lopez	Perla Lopez	04/16/2009 04:35 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Rocio Villarreal — Started On: 04/15/2009 05:07 PM

Final Approval Date: 04/17/2009

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2009

Ms. Kimberly Mullins
HemoCue Inc.
40 Empire Drive
Lake Forest, CA 92630

Re: C-08-007-04-14-Testing Systems and Related Supplies for Hidalgo County Health and Human Services

Dear Ms. Mullins:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 3, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2009

Ms. Kimberly Mullins
HemoCue Inc.
40 Empire Drive
Lake Forest, CA 92630

Re: C-08-007-04-14-Testing Systems and Related Supplies for Hidalgo County Health and Human Services

Dear Ms. Mullins:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 3, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: David Robins Date: 4/16/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-15070 **8.D.**

Invoice # 2009-4 Izaguirre Engineering Group, LLC Pct. No. 1

CC CONSENT

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for the following invoice: Invoice No. 2009-4 in the amount of $5,221.35 (3rd Call, Los Castillos Estate Phase I & II Completion) as submitted by project engineer: Izaguirre Engineering-C-CAP-09-003-01-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1312-431-00-121-423-0-334
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for P.O. #619415 $6526.69 for Izaguirre Engineering Group, LLC in relation to Los Castillos Estates Round III colonia project.

Attachments

Link: Invoice 2009-4 Los Castillos Izaguirre Engineering Group Pct. No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/15/2009 05:03 PM	APRV
2	Purchasing Department	Marty Salazar	04/16/2009 11:47 AM	APRV
3	Budget & Management	Veronica Lopez	04/16/2009 01:46 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/16/2009 03:21 PM	APRV
5	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Marcie Jackson — Started On: 04/15/2009 04:48 PM

Final Approval Date: 04/17/2009

IZAGUIRRE
Engineering Group LLC.

7413 N. La Homa Rd.
Mission Tx, 78574

Tel.(956) 240-0749
Fax: (956) 584-0049

Invoice

Date	Invoice #
4/8/2009	2009-4

AI-15070 4/21/09

Bill to:
Hidalgo County Att: Agapito Vargas Jr. 301 East State Street Pharr, Tx 78577

SHIP TO:
301 East State Street Pharr, Tx 78577

Description	
Los Castillos Estates Phase I & Phase II Completion:	$5,221.35

P.O.# 619415

9.1312.431.00.121.423.0.334

Subtotal	$ 5,221.35
Sales Tax (0.0%)	
Total:	**$ 5,221.35**

Izaguirre Engineering Group LLC:
Border Colonia Access Program - Round III
Contract No.:C-CAP-09-003-01-20
P.O. No.:

Work Authorization No. 1
Schdule of Values

TWDB ID #	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Preliminary Design Phase 40%	Final Design Phase (%)	Final Design Phase (40%)	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Completed	Engineering Fee Available Balance
3C1080423	Los Castillos Estates	$6,526.69	100%	$2,610.68	100%	$2,610.68	0%	$0.00	$5,221.35	$0.00	$5,221.35	80.00%	$1,305.34
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
				$0.00									
								Invoice Total	$5,221.35				

Project Completion
Anticipated Completion Date

Extension
Date Extension was approved Court

Project Engineer
Name (Print) Diana L. Izaguirre

Signature

Date

Colonia Access Program Director

Date April 15, 2009

IZAGUIRRE
Engineering Group LLC.

AI-15068 **8.E.**

Renewal/Extension - C-08-015-04-29-Hauling Services Of All Road Materials

CC CONSENT

Date:	04/21/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the one (1) year option extension as provided in current contract #C-08-015-04-29-Hidalgo County Hauling Services Of All Road Materials" under the same rates, terms and conditions with Bernardo Saenz, Jr. d/b/a Universal Truckers Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-346/673

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

BUDGETARY IMPACT:

Obj. 346-Available Balance as of 4-16-09 $16,663.60.
Obj. 673-Available Balance as of 4-16-09 $178,607.46.

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-121-041-0-734

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

BUDGETARY IMPACT:

Open PO's for Universal Truckers as of 4-16-09.

Attachments

Link: CONTRACT DOCUMENTATION

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:45 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:44 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 03:07 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Vangie Garcia Started On: 04/15/2009 04:39 PM

Final Approval Date: 04/17/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-015-04-29

THIS CONTRACT is made and entered into this 29th day of **April, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Bernardo Saenz, Jr., d/b/a Universal Truckers, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials"** for **Hidalgo County Precinct No. 1** (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 to locations at **Hidalgo County Precinct No. 1**. 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 the **Hidalgo County** 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 of one (1) year with the County's option to extend for an additional one (1) year period **"On An As Needed Basis"** under the same rates, terms and conditions. (Prices must remain firm during the contract term). 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, 2nd Floor (Admn. Bldg.)
Edinburg, Texas 78539

If to Company: **Bernardo Saenz, Jr. d/b/a Universal Truckers, Inc.**
Attn: Bernardo Saenz, Jr., Owner
P. O. Box 653
Alamo, Texas 78516

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 29th day of April, 2008.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
Bernardo Saenz, Jr. d/b/a Universal Truckers, Inc.

By: _____
Printed Name: Bernardo Saenz, Jr.
Title: Owner

Approved by Commissioners' Court on 04/29/ ,2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

SPECIFICATIONS/REQUIREMENTS/INFORMATION TO BIDDER
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
EXHIBIT "A"

SECTION I - SPECIFICATIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct # 1 - Zone A, Zone B, and Zone C and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1. Road materials (i.e. crushed, sand, gravel, hot mix, cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials, however, vendors may change due to contract expiration during the term of this bid. Awarded vendors will be advised. Location of pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
   - **Crushed Caliche** - Frontera Materials - (FM 490 Pit and/or Moorefield Pit) and Valley Caliche - Mann Pit.

2. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3. **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4. Bid award will be based on the low bid per ton basis per mile radius listed on the bid page form.

5. Hidalgo County Precinct No. 1 is requesting the minimum of **Ten (10) vendors owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. **Please note the make, year, model and capacity of your hauling trucks on Exhibit "D".**

6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits and also provide evidence of the required insurance as outlined in Exhibit "C". Copies of all licences, permits and insurance coverage must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must

present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8. **Bidder(s) will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E" upon bid award.**

9. Contractual agreement is not exclusive, as Precinct #1 may use own hauling vehicles when necessary.

10. 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.

SECTION II - OTHER/ADDITIONAL INFORMATION

- The locations for the awarded vendor(s) for hauling of road materials currently have contracts and will expire as stated for each vendor(s) and may, at the County's sole discretion, be extended for an additional sixty (60) days, unless this contract is terminated pursuant to the provisions herein, whichever occurs first. Therefore; bidder(s) should be aware that additional contractual period contract(s) may be awarded for road materials upon expiration of current contracts.

- 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, CPPB/Purchasing Agent at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 9, 2008, by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, April 11, 2008.**

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- **Term of Contract** shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an "As Needed Basis".

- The County of Hidalgo Precinct # 1 reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforseen delay in award of new bid for next contract term.

EXHIBIT "B"
VENDOR'S BID PRICE

ADDENDUM – REVISED BID PAGE SUBMIT THIS PAGE WITH YOUR BID PACKET

HIDALGO COUNTY PRECINCT # 1
"HAULING SERVICES"
BID NO. 08-015-04-16-LRM
Exhibit "B"
BID PAGE FORM

Part I. Award will be based on the lowest bid for each zone area meeting all required specifications.

ZONE A	Location of Plant:	Radius	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current/Base Fuel Cost:
Cold Mix	Frontera Materials La Joya Plant	01-10 miles 11-20 miles 21-30 miles	$8.90	50 %	$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$9.25	50 %	$4.63
Type D Hot Mix-Gravel Type D Hot Mix-Limestone	Frontera Materials Progreso Plant	01-10 miles 11-20 miles 21-30 miles	$8.90	50 %	$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$9.25	50 %	$4.63
Crushed Caliche	Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt Linn, TX	01-10 miles 11-20 miles 21-30 miles	$4.95	50 %	$2.48
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$5.95	50 %	$2.98

ZONE B	Location of Plant:	Radius	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current/Base Fuel Cost:
Cold Mix	Frontera Materials	01-10 miles 11-20 miles 21-30 miles	$8.90	50 %	$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$9.25	50 %	$4.63
Type D Hot Mix-Gravel Type D Hot Mix-Limestone	Frontera Materials Progreso Plant	01-10 miles 11-20 miles 21-30 miles	$8.90	50 %	$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$9.25	50 %	$4.63
Crushed Caliche	Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt Linn, TX	01-10 miles 11-20 miles 21-30 miles	$4.95	50 %	$2.48
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$5.95	50 %	$2.98

ZONE C	Location of Plant:	Radius	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current/Base Fuel Cost:
Cold Mix	Frontera Materials La Joya Plant	01-10 miles 11-20 miles 21-30 miles	$8.90	50%	$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$9.25	50%	$4.63
Type D Hot Mix-Gravel Type D Hot Mix-Limestone	Frontera Materials Progreso Plant	01-10 miles 11-20 miles 21-30 miles	$8.90	50%	$4.45
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$9.25	50%	$4.63
Crushed Caliche	Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt Linn, TX	01-10 miles 11-20 miles 21-30 miles	$4.95	50%	$2.48
		31-40 miles 41-50 miles 51-60 miles 61-70 miles	$5.95	50%	$2.98

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo Count Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for April 14, 2008. For each 10% (increase or decrease) in the current OPIS Index of April 14, 2008 during the contract term, the fuel cost(s) portion o the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoic Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing an to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPI Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grac period extension.

Signature of Vendor

4/14/2008
Date

BERNARDO SAENZ JR
Print Name of Vendor

UNIVERSAL TRUCKERS INC

HIDALGO COUNTY
"HAULING SERVICES FOR PRECINCT NO. 1"
BID NO. :08-015-04-23-LRM
BID FORM

Part I. Award will be based on the lowest bid per ton per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	**$ 3.00**	**25%**	**.75**
01-10 Miles	$ 2.50	50%	$ 1.25
11-20 Miles	$ 3.10	50%	$ 1.55
21-30 Miles	$ 3.50	50%	$ 1.75
31-40 Miles	$ 4.10	50%	$ 2.05
41-50 Miles	$ 4.70	50%	$ 2.35
51-60 Miles	$ 5.70	50%	$ 2.85
61-70 Miles	$ 6.70	50%	$ 3.35

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County is requestin pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for April 21, 2008. For each 10% (increase o decrease) in the OPIS Index of April 23, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will b adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves th right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is th index issued of the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace perio extension.

Signature of Bidder — Date: 4/14/2008

UNIVERSAL TRUCKERS INC.

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2008

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
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
Bernardo Saenz Jr. Dba Universal Truckers, Inc.
P.O. Box 653
Alamo Tx, 78516

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Southern County Mutual Ins. Co.	
INSURER B:	Republic Lloyds Ins. Co.	
INSURER C:	Texas Workforce Co.	
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					
		[X] COMMERCIAL GENERAL LIABILITY	LGL-100876-05	4/23/2008	4/23/2009	EACH OCCURRENCE	$ 1,000,000.00
		[ ] CLAIMS MADE [ ] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
						MED EXP (Any one person)	$ 5,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
						GENERAL AGGREGATE	$ 1,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000.00
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000.00
		[ ] ANY AUTO	STC-555435-05	4/23/2008	4/23/2009		
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] 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				[X] WC STATU-TORY LIMITS [ ] OTH-ER	500,000.00
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TSF-00317776-04	4/23/2008	4/23/2009	E.L. EACH ACCIDENT	$ 100,000.00
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000.00
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1999-FRHT#1FUY8ZYBXXLA24186,1998-FRHT#1FUYSSEB3WL896863, 1997-FRHT#1FUYSSE82VP704999
1998-FRHT#1FUYSZYB7WL972928,1999-FRHT#1FYPCDYB6XLA06750, 1999-FRHT#1FUYSZYB9XLA00798
1999-FRHT#1FUYSZYB8XLA58305, 1998-FRHT#1FUYSZYB1WL872696, 1994-FRHT#1FUYDXYB5RH857373
1999-FRHT#1FUYSZYBAXLA00773, 1998-FRHT#1FUYSZYBXWL973037, 1999-INTL#2HSFHAMR8XCO42968
1998-FRHT#1FUYDZYB7SP568626,2000-FRHT#1FUYS7PB3VL1328210,1995-VOLVO#4VIWDBJH8SN725853

CERTIFICATE HOLDER

Hidalgo County Precinct# 1
100 East Cano St.
Edinburg Tx. 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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-9065 **23.C.2.**

Pct. 1-Bid Award Proj No.2008-015-04-16-LRM-Hauling Svc. of All Road Material

CC REGULAR

Date: 04/30/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Laura Moya

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Recommending bid award and approval of contract for,"Hauling Services for All Road Materials" within Hidalgo County Precinct No. 1, to the lowest bidder meeting all specifications and/or requirements. (Bid No. 08-015-04-16-LRM).

BACKGROUND

Letter of Recommendation by Pct 1
Exhibit A - Specifications
Exhibit B - Bid Proposal
Particiaption Log
Bid Tabulation Log
Draft Service Agreement (subject to legal review)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-346/673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 4-25-08 for object code 346 $75,039.16.
Available Balance as of 4-25-08 for object code 673 $175,150.86.

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 4-25-08 $3,295.25.

Attachments

Link: Bid Award-Proj No.2008-015-04-16-LRM-Hauling Svc. of All Road Material
Link: Bid Award-Proj No.2008-015-04-16-LRM-Hauling Svc. of All Road Material
Link: Bid Award-Proj

No.2008-015-04-16-LRM-Hauling Svc. of All Road Material
Link: Bid Award-Proj No.2008-015-04-16-LRM-Hauling Svc. of All Road Material

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/24/2008 05:40 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2008 07:40 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/25/2008 09:23 AM	APRV
4	Auditor's Office		04/25/2008 04:50 PM	NEW

Form Started By: Letty Saenz Started On: 04/24/2008 04:00 PM
Final Approval Date: 04/25/2008

Universal Truckers Inc.

Alamo Tx 78516

Office (956) 782-4939 Fax (956) 787-1462

FAX

4/16/2009

TO : Purchasing Dept
ATT: Vangie Y Garcia Contract Manager

Matter: Renewal/Extension Request Letter

From : Bernie Saenz Jr.
Owner Universal Truckers Inc.

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2009

Mr. Bernardo Saenz, Jr.
d/b/a Universal Truckers, Inc.
P.O. Box 653
Alamo, Texas 78516

Re: Renewal/Extension On: C-08-015-04-29
Hidalgo County Precinct No.1-Hauling Services Of All Road Materials

Dear Mr. Saenz:
Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, April 21, 2009 to exercise the one (1) year term extension as provided in current contract #C-08-015-04-29-"Hidalgo County Precinct No.1-Hauling Services For All Road Materials" under the same rates, terms and conditions. Renewal/Extension date effective as of April 29, 2009 terminating, April 28, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@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 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: April 15, 2009

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

AI-15069 **8.F.**

Approval of Final Payment for Pct 4 -Rena Rae Subdivision New Curb and Gutter.

CC CONSENT

Date:	04/21/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 1 (final payment) in the amount of $16,180.00 from Lazaro Saenz Sr., dba Saenz Paving contracted vendor for "Hidalgo County Precinct No. 4 -Rena Rae Subdivision New Curb and Gutter" and as recommended by project Engineer, Quintanilla, Headley & Associates, Inc., after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment/check. (C-08-449-01-07).

BACKGROUND

Approval of Certificate of completion AI# 14961 4/14/09

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1204-431-00-124-007-0-734
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Purchase Order No. 617787 available balance as of 4-17-09 $16,180.00; funding available as of 4-17-09

Attachments

Link: Payment 1 -Final

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:46 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:45 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/17/2009 10:27 AM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Moises Salazar — Started On: 04/15/2009 04:47 PM

Final Approval Date: 04/17/2009

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MARCH 11, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #1: CONTRACT #08-449-01-07

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#1 (Final)** IN THE AMOUNT OF **$16,180.00** WITH **CIRTIFICATE OF CONSTRICTION COMPLETION** FOR **LAZARO SAENZ SR., dba SAENZ PAVING** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER **#617787,** ACCOUNT # **9-1204-431-00-124-007-0-734**

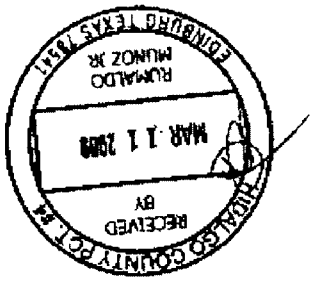
SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., #1, Certificate of Construction Completion, P.O. 617787

HIDALGO COUNTY
PRECINCT # 4

PROJECT - REQUEST FOR PAYMENT



City/Precinct: Hidalgo County
Project Name: Rena Rae Subdivision - New Curb and Gutter
Contractor: Lazaro Saenz Sr. dba Saenz Paving
Address: 830 Rachael Drive,
City/State: Edinburg, TX ZIP: 78539

Account Number: _____
Date: 2/28/2009
Request for Payment No: 1

Original Contractor Amount	$ 16,180.00
Net Changes by Change Order	$ 0.00
Total Contract Amount to Date	$ 16,180.00

Estimated % Project Completion to Date: 100 %

Total Completed to Date	$ 16,180.00
Add: Materials on Hand (verified by Engineer)	$ 0.00
Total Contract Earned	$ 16,180.00
Less: Retainage 10%	$ 0.00
New Contract Earned	$ 0.00
Less: Previous Request for Payments	$ 0.00
Total Amount Due This Request	$ 16,180.00

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

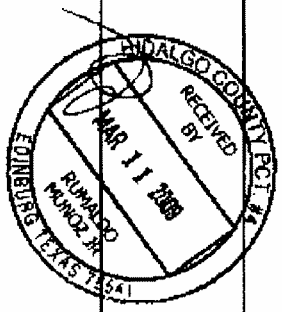
3/2/09
PREPARED BY (CONTRACTOR) DATE

3-9-09
APPROVED BY (ENGINEER) DATE

APPROVED BY (OWNER) DATE

REQUEST FOR PAYMENT	ESTIMATE 1	CONTRACTOR:	Lazaro Saenz Dba Saenz Paving
PROJECT: Rena Rae Subdivision	DATE: 2/28/2009		830 Rachel Drive
New Curb and Gutter			Edinburg, TX 78539
OWNER Hidalgo County	PERIOD: 2/23/2009 to 2/27/2009		

DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP.
PAVING IMPROVEMENTS										
1.- Removal & Disposal Existing Curb & Gutter	480	L.F.	$ 6.50	$ 3,120.00	0	480	$ 3,120.00	480	$ 3,120.00	100%
2.- 18" Curb & Gutter	480	L.F.	$ 7.00	$ 3,360.00	0	480	$ 3,360.00	480	$ 3,360.00	100%
3.- Tree Removal & Disposal	2	Ea.	$ 300.00	$ 600.00	0	2	$ 600.00	2	$ 600.00	100%
4.- Remove & Dispose of Existing Asphalt.	700	S.Y.	$ 4.50	$ 3,150.00	0	700	$ 3,150.00	700	$ 3,150.00	100%
5.- 1 1/2" H.M.A.C. Track Coat (MC-30)	700	S.Y.	$ 8.50	$ 5,950.00	0	700	$ 5,950.00	700	$ 5,950.00	100%



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
SAENZ PAVING

ADDRESS 830 RACHEL DR. EDINBURG, TX

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.: 9

FOR WEEK ENDING: 02/27/2009

PROJECT AND LOCATION: RENA RAE SUB, HIDALGO COUNTY

PROJECT OR CONTRACT NO.: 2008-449-01-07-LRM

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	DT. OR ST.	(4) DAY AND DATE: S 22	M 23	T 24	W 25	T 26	F 27	S 28 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
PABLO GONZALEZ -1931		OPERATOR	O										$480.00	$36.72	$0.00				$36.72	$443.28
			S								40.00	$12.00	$480.00							
MICHAEL OCHOA 9176		OPERATOR	O										$324.00	$24.79	$0.00				$24.79	$299.21
			S								27.00	$12.00	$324.00							
JOEL VALLEJO -2054		FLAGGER	O										$320.00	$24.48	$0.00			$83.77	$108.25	$211.75
			S								40.00	$8.00	$320.00							
ANTONIO RUIZ -1237		ROLLER OPERATOR	O								3.00	$11.25	$333.75	$25.53	$0.00				$25.53	$308.22
			S								40.00	$7.50	$333.75							
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

HIDALGO COUNTY TEXAS RECEIVED BY MAR 11 2009 EDINBURG RUMALDO MUNOZ JR

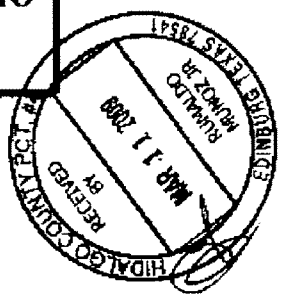
While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

CONTRACT'S FINAL RELEASE
WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS



THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Lazaro Saenz, Sr., doing business as Saenz Paving, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;" on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated February 10, 2009, among Contractor, Owner, and the County of Hidalgo, State of Texas. Hidalgo County Precinct No. 4 hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of $ 16,180.00 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or material or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understand and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is fully authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 5th day of March, 2009.

Signature

Lazaro Saenz, Sr. dba Saenz Paving, Owner
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 5th day of March, 2009, by Lazaro Saenz, Sr. dba Saenz Paving, owner (title) on and on behalf of Lazaro Saenz, Sr. dba Saenz Paving (an individual).

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

HIDALGO COUNTY PCT. #4
EDINBURG, TEXAS 78541
RECEIVED BY
MAR 11 2009
EUMALDO MUNOZ JR.

Purchase Order
COUNTY OF HIDALGO

PO#: 617787

DATE: 02/17/09

VENDOR: 224758 REQ:00147429

Email: BUYER:

Phone: SHIP TO: HIDALGO CO. PCT 4

SARNZ PAVING 2051 N. DOOLITTLE

830 RACHEL DRIVE EDINBURG TX 78542

EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: Contract No:

PCT. REQ. #0133

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #C-08-449-01-07LRM APPROVED COMMISSIONERS COURT OF 1/28/2009 UNDER ITEM #AI-13524		
1	LOT	CONSTRUCTION OF NEW CURB AND GUTTER AT RENA REA SUBDIVISION CONTRACT #CAP-08-449-01-07-LRM APPOVED COMMISSIONERS' COURT OF 1/26/2009 UNDER ITEM AI-13524.	16,180.00	16,180.00
		REPORT ROAD HAZARDS 1-866-HCR SAFE OR 1-866-427-7233		
		Total		16,180.00
		********** For Hidalgo County use only **********		
		9 1204-431-00-124-007-0-734 16,180.00		
		Approved		

Authorized by: Martha L. Salazar

AI-15066 **8.G.**

Invoice Payment: Leonel Garza & Associates

CC CONSENT

Date:	04/21/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice #1078 in the amount of $1,250.00 submitted by Leonel Garza, Jr. & Associates with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-08-040-03-25-PO #616246 for "Western Side Of Mile 5½ Road, South Of Mile 21 Road, Hidalgo County, Texas" Project.

BACKGROUND

Owner of Record: Rocio Reyes & Ana Luisa Solis
Client: Hidalgo County Right Of Way

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 616246 has $1,250.00 available as of 4/16/09. Account currently negative due to the reclassification of funding into the fund 1339. PO's are still pending reclassification at this time.

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:40 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:39 PM	APRV
3	Dale Kennan	Dale Kennan	04/16/2009 02:26 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Vangie Garcia — Started On: 04/15/2009 04:23 PM

Final Approval Date: 04/17/2009

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: PURCHASING DEPT **From:** Noe Montez

Attn: Vangie

Fax: **Pages:** 2

Phone: **Date:** 4/15/09

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoice #1078 from Leonel Garza & Assoc on the next CC Agenda for approval for payment.

C-08-040-03-25 Po#616246

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

Leonel Garza Jr. & Associates, LLC TIN# 74-2948770
1419 Dove Ste. 1
McAllen, TX 78504
956-687-7295

Invoice

Date	Invoice #
2 9 2009	1078

Hidalgo County Right of Way Department
c/o Joe Peña
509 East Earling Road
San Juan, Texas 78589

P.O. No.	Terms	Job
PO # 616246	Due on receipt	

Item	Description	Rate	Amount
Vacant Land	Subject Property: Holding Pond Subject Location: Western side of Mile 5 1/2 Road, South of Mile 21 Road, Hidalgo County, Texas Owner of Record: Rocio Reyes & Ana Luisa Solis Client: Hidalgo County Right of Way	1,250.00	1,250.00

9-1201-431-00-121-052-0-733
PO 616246
C-08-040-03-25

INVOICE RECEIVED BY
N&E Hunter on 4/6/09
GOODS/SERVICES RECEIVED BY:
N&E Hunter on 4/6/09

Thank you for your business.

Total $1,250.00

AI-15050 **8.H.**

Requesting Approval of Invoices for R. Gutierrez Engineering Corp.
CC CONSENT

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Precinct #2:
Presentation for discussion, consideration, acceptance, and approval of request for payment on the following invoices submitted by R. Gutierrez Engineering Corporation, contracted project engineer, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/checks:
Invoice No./Project Description/Amount
-2669 L J Drainage Project Surveys $7,200.00
-2671 Tower Road (Moore Rd-Balli Road) $16,215.00
-2672 L J Drainage Project $3,800.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #620345 has available $4,800.00 for .711 & $2,400.00 for .733 as of 04/15/2009 for Invoice #2669.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #561453 has available $127,322.13 as of 04/15/2009 for Invoice #2671.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-122-038-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #620378 has available $9,500.00 as of 04/15/2009 for Invoice #2672.

Attachments

Link: Invoice

Link: Invoice

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:20 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 11:25 AM	APRV
3	Roland Garcia	Rolando Garcia	04/17/2009 03:01 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 03:12 PM

Final Approval Date: 04/17/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2669
Friday, April 03, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024i LJ Drainage Project Surveys

Project Manager: Luis Nava
Professional Services for the Period: 03/03/2009 to 04/03/2009

Billing Group: 01 *Phased Fixed Fee*

Boundary & Topographic Surveys
(2 Tracts of Land)

Contract #: *C-08-381-09-16(WA#9)(PO#620345)*

Billing Fee: $7,200.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey (2 Tracts)	2,400.00	100.00	2,400.00	0.00	2,400.00
Boundary Survey (2 Tracts)	4,800.00	100.00	4,800.00	0.00	4,800.00
			Total Phases:		***$7,200.00***

Phase Billing Totals: ***$7,200.00***

620345
9-1339-431-00-122-038-0-711 → $4,800.00
9-1339-431-00-122-038-0-733 → $2,400.00
REQ. #152232

Billing Group Subtotal: 7,200.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$7,200.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY: _____ ON 4/8/09
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 4/8/09

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2672
Friday, April 03, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 03/24/2009 to 04/03/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#10)(PO#_____)*

Billing Fee: $49,000.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	9,500.00	40.00	3,800.00	0.00	3,800.00
Boundary Survey (Est. 20 Parcels)	32,000.00	0.00	0.00	0.00	0.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
			Total Phases:		***$3,800.00***

Phase Billing Totals: ***$3,800.00***

620378
9-1339-431-00-122-038-0-733
REQ. #152232

Billing Group Subtotal: 3,800.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$3,800.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
_____ ON 4/6/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 4/6/09

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2671
Friday, April 03, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)

Professional Services for the Period: 01/17/2009 to 04/03/2009

Billing Group: 02 *Phased % of Construction*

Part 2 - Rancho Blanco Rd - Balli Rd (approx 1.5 miles)

Contract #: *C-05-229-06-21 WA#2(PO#561453)*

Billing Fee: $292,650.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	111,825.00	100.00	111,825.00	103,997.00	7,828.00
Design Phase	67,095.00	25.00	16,774.00	8,387.00	8,387.00
Construction Phase	44,730.00	0.00	0.00	0.00	0.00
Environmental Assessment (Add'l Service)	34,000.00	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	24,200.00	0.00	0.00	0.00	0.00
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00
			Total Phases:		***$16,215.00***

Phase Billing Totals: ***$16,215.00***

561453
9-1202-431-00-122-027-0-731
REQ. #082579

Billing Group Subtotal: 16,215.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$16,215.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
_____ ON 4/6/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 4/6/09

R. GUTIERREZ ENGR CORP
SUMMARY

FEE ESTIMATE

ENGINEERING FEE
Tower Road
From Moore Rd to Balli Rd

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN					
		PART 1 WORK			PART 2 WORK		
		Fee Amount	% Comp	Fee Earned	Fee Amount	% Comp	Fee Earned
PRELIMINARY PHASE (50% of Fee)							
FIELD & AERIAL SURVEYING	$64,398	$30,850	100%	$30,850	$33,548	100%	$33,548
SCHEMATIC DESIGN	$150,261	$71,984	100%	$71,984	$78,278	100%	$78,278
SUB-TOTAL	$214,659	$102,834	100%	$102,834	$111,825	100%	$111,825
DESIGN PHASE (30% of Fee)							
SURVEYING - FIELD VERIFICATION	$32,199	$15,425	100%	$15,425	$16,774	100%	$16,774
ENGINEERING	$96,597	$46,275	90%	$41,648	$50,321	0%	$0
SUB-TOTAL	$128,795	$61,700	93%	$57,073	$67,095	25%	$16,774
CONSTRUCTION PHASE (20% of Fee)							
CONSTRUCTION ADMINISTRATION	$85,864	$41,134	0%	$0	$44,730	0%	$0
SUB-TOTAL	$85,864	$41,134	0%	$0	$44,730	0%	$0
TOTAL BASIC ENGINEERING FEES	$429,318	$205,668	78%	$159,907	$223,650	58%	$128,998
ENVIRONMENTAL ASSESSMENT (Add'l Service)							
ENVIRONMENTAL ASSESSMENT	$40,000	$16,000	0%	$0	$24,000	0%	$0
PULIC MEETINGS	$20,000	$10,000	0%	$0	$10,000	0%	$0
SUB-TOTAL	$60,000	$26,000	0%	$0	$34,000	0%	$0
RIGHT-OF-WAY ACQUISITION (Add'l Service)							
R.O.W. MAP	$60,200	$36,000	100%	$36,000	$24,200	0%	$0
SUB-TOTAL	$60,200	$36,000	100%	$36,000	$24,200	0%	$0
GEOTECHNICAL INVESTIGATION (Add'l Service)							

AI-15049 **8.I.**

Fuel Credit Cards

CC CONSENT

Date:	04/21/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration and approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

a. Fire Marshalls

2. If applicable, requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

n/a

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-422-10-300-001-0-626
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fire Marshal
Available balance as of 04/16/09; $6,032.45

Attachments

Link: fire marshall 04.21.09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:16 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 11:24 AM	APRV

3	Roland Garcia	Rolando Garcia	04/16/2009 03:15 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Ovidio Gonzalez

Started On: 04/15/2009 03:09 PM

Final Approval Date: 04/17/2009

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Emergency Services - Fire Marshal's Office
Billing Address: 2814 South Business Hwy 281, Edinburg, TX 78539
Fuel Card Manager: Yolanda Orozco
This person can not have use of the fuel card
Phone Number: 956/318-2656 **County Email:** yolanda.orozco@co.hidalgo.tx.us
Web user Name: yolanda.orozco **Password:**
Hidalgo Co Acct Number: 9-1100-422-10-300-001-0-626
Requested By: Juan Martinez, Asst Emergency Management Coordinator
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
	SEE ATTACHMENT		

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Martin Carrasco	12-11-58	152595		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

AI-15014 **8.J.**

Award and Approval of Contract -Pct 3 "Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"

CC CONSENT

Date:	04/21/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Hidalgo County Pct. #3:
Recommending award of bid (including alternate) and approval of contract document to the lowest bidder meeting all specifications/requirements, terms and conditions as stated in RFB NO: 2009-102-03-11-MSS- "Purchase and Installation of 7ft. Galvanized Chain Link Fence at Los Ebanos Collection Center" for Hidalgo County Precinct No. 3.

BACKGROUND

The vendor recommended for award is Central Fence and Supply, LTD for Base bid with alternate included in the amount of: $22,060.00.

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-432-00-123-001-0-739
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As of April 14, 2009 the balance on this account is: $25,000.00

Attachments

Link: Bid Tab

Link: Pct 3 award recommendation

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 10:56 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 11:15 AM	APRV
3	Perla Lopez	Perla Lopez	04/16/2009 04:32 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Moises Salazar — Started On: 04/14/2009 03:07 PM

Final Approval Date: 04/17/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Precinct No. 3

BID OPENING DATE: MARCH 11, 2009 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Purchase and Installation of 7ft galvanized chain link fence at Los Ebanos Collection Center"

BID NO: 2009-102-03-11-MSS

	NAME OF COMPANY	BASE BID	ALTERNATE NO. 1	ADDENDUM 1
1.	HURRICANE FENCE CO. Harlingen, TX	$23,000.00	$24,999.00	X
2.	CENTRAL FENCE & SUPPLY, LTD Pharr, TX	**$19,442.00**	**$22,060.00**	X
3.	D & C FENCE CO., INC. Corpus Christi, TX	$35,730.00	$4,750.00	X
4.	GUERRA CONSTRUCTION Weslaco, TX	$36,791.00	$1,483.00	X
5.	CONSTRUCTION RENT-A-FENCE, INC. Thrall, TX	$32,788.00	$2,145.00	X
6.	PECOS FENCE, INC. San Antonio, TX	$37,150.00	$3,562.00	X

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Precinct No. 3

BID OPENING DATE: MARCH 11, 2009 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Purchase and Installation of 7ft galvanized chain link fence at Los Ebanos Collection Center"

BID NO: 2009-102-03-11-MSS

	NAME OF COMPANY	BASE BID	ALTERNATE NO. 1	ADDENDUMS 1 AND 2	
1.	HURRICANE FENCE CO. Harlingen, TX	$23,000.00	$24,999.00	X	X
2.	CENTRAL FENCE & SUPPLY, LTD Pharr, TX	**$19,442.00**	**$22,060.00**	X	X
3.	D & C FENCE CO., INC. Corpus Christi, TX	$35,730.00	$4,750.00	X	X
4.	GUERRA CONSTRUCTION Weslaco, TX	$36,791.00	$1,483.00	X	X
5.	CONSTRUCTION RENT-A-FENCE, INC. Thrall, TX	$32,788.00	$2,145.00	X	X
6.	PECOS FENCE, INC. San Antonio, TX	$37,150.00	$3,562.00	X	X

w/ Alternate
Need approval to award to the lowest bidder w/ alternate

Acct # 9-1100-432-00-133-001-0-139

Moises Salazar

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Wednesday, March 18, 2009 1:57 PM
To: 'Moises Salazar'
Attachments: Approval to award.pdf

Approval to award to the lowest bidder with the alternate.

REQUIREMENTS AGREEMENT
C-09-102-04-21

THIS AGREEMENT (the "Agreement") is entered into effective as of the 21st day of **April, 2009** by and between **Central Fence and Supply, LTD** a Texas Limited Liability Company ("Company") and **Hidalgo County Precinct No. 3** in Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements/specifications of **"Purchase and Installation of 7 ft. Galvanized Chain Link Fence at Los Ebanos Collection Center"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period within two (2) weeks from notice to proceed; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements/specifications; and

WHEREAS, Buyer has determined, that Seller has submitted the lowest and best bid to meet Buyer's requirements/specifications 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" bid page, which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Precinct No. 3 for a period of upon completion and acceptance of project. This Contract shall be for a period beginning **April 21st , 2009** and ending on **upon completion and acceptance of project within two weeks from notice to proceed** 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:

Central Fence and Supply, LTD
Attn: Amador Sandoval
504 E. Ferguson St.
Pharr, TX 78577

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:
Central Fence and Supply, LTD

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

_____
By:

EXHIBIT "A"

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

Re: Request For Bids-
Hidalgo County Precinct No. 3-"Purchase and Installation of 7ft galvanized chain link fence at Los Ebanos Collection Center"
RFP No: 2009-102-03-11-MSS

Dear Respondents:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB 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

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"
Bid No: 2009-102-03-11-MSS

1. **Request for Bid Letter, consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications, consisting of __2__pages.**

4. **Exhibit "B" Bid Form, consisting of__1__pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ pages.**
   (Copy of receipt and this form must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
   (Must be submitted with bid)
8. **Certification Regarding Debarment, consisting of__1__ pages.**
   (Must be submitted with bid)
9. **Draft Service Contract, 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
Purchasing Agent

February 23, 2009
Date

Bid No: 2009-102-03-11-MSS	Buyer: Moises Salazar	Tel. No: (956) 318-2626 Ext. 4863

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3
"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"

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 PRECINCT NO. 3–" Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"** 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-2009-102-03-11-MSS-HIDALGO COUNTY PRECINCT NO. 3 –"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"** 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, March 11, 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. 2009-102-03-11-MSS- HIDALGO COUNTY PRECINCT NO. 3 – "Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center "

   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 PRECINCT NO. 3 –"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"** 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 Precinct No. 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78572
(956) 585-4509
Attn: Norma Ceballos

17. Schedule of Events

Pre-Bid Conference 9:30 AM	**March 3, 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 thereunder, 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 PRECINCT NO. 3
"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"
BID NO.: 2009-102-03-11-MSS

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: _____

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"

Bid No. 09-102-03-11-MSS

EXHIBIT "A"

Scope of the Project
The County of Hidalgo Precinct No. 3 is accepting bids for **"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"**

SPECIFICATIONS

Bidder will provide all necessary materials and installation of:

2,860 linear feet 7'0" chain link fence
11 gauge GAW wire
Three (3) rolling gates 16' X 7'

Materials shall include:
TOP RAIL: 1 5/8". 047
LINE POSTS: 1 7/8" .065
CORNER ENDS AND GATE: 2 3/8" SCH20
GATE: Commercial rolling gate with rubber ground wheels.

Clearing and preparation of job site should be included in the cost of the project.

Vendor will bid on a cost of material and labor separately.

Bid Award: Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or multiple bidders if the County determines it is in the best interest to do so.

Job completion should be within two weeks from issuance of notice to proceed.

Bidder must comply with all permits, local, state, and federal regulations, if applicable.

The bid price shall not include any applicable taxes or fees.

Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department approval prior to any services being performed by the awarded bidder.

The bidder(s) awarded contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the

primary specification contained herein which state the minimum number vendor owned vehicles required.

The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, and to hold the bid for a period of ninety (90) days without taking action thereon.

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 days written notice prior to cancellation

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.

ADDITIONAL INFORMATION

A pre bid walk thru has been scheduled to be held at 9:30 a.m. on Tuesday, March 3, 2009 at job site: Precinct No. 3 Los Ebanos Collection Center located 6 7/8 Miles North Los Ebanos Rd. on the East side. Bidders are encouraged to attend this meeting.

Further information required for this project can be addressed to the Hidalgo County Purchasing Department through Moises Salazar, Buyer II. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed in writing to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 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 and e-mail to moises.salaar@co.hidalgo.tx.us by no later than, Wednesday, March 4, 2009 at 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, March 6, 2009.

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"

Bid No. 2009-102-03-11-MSS

EXHIBIT "B"

BID PAGE

TOTAL COST FOR PURCHASE AND INSTALLATION
(ALL MATERIALS/LABOR REQUIRED) _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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 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

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 & CONT. PROT. ☐ PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ 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: EACH ACC $ AGG $
C	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM ☐ 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 - POLICY LIMIT $ E.L. DISEASE - EACH EMPLOYEE $
	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
2612 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 MAIL SUCH NOTICE 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

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

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	❒ 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 [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, 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.

PURCHASING DEPARTMENT
County Of Hidalgo

March 6, 2009

RE: ADDENDUM NO.1
FOR RFB No.:2009-102-03-11-MSS
Hidalgo County Precinct No. 3 -"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, (3 PAGE TOTAL)** in connection with **Hidalgo County Precinct No. 3** -request for Bids for **-"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"**
Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Monday March 5, 2009 at 5:00 PM via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 318-2626.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **Hidalgo County Precinct No. 3 -"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"**
Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 1

March 6, 2009
Hidalgo County Precinct No. 3
"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"
RFP No.: 2009-102-03-11-MSS

As per questions and answers posed at the Pre-Bid Conference on March 3, 2009, please let this addendum serve as a **FORMAL NOTICE** of Changes and Clarifications to all interested parties that requested bid packets. The following changes are to be made a part of your bid packet.

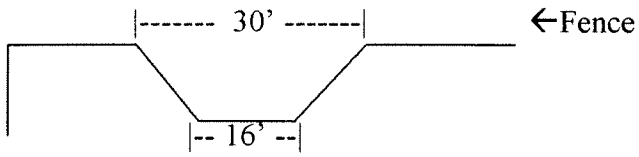
1. REPLACE BID PAGE WITH ATTACHED "REVISED BID PAGE"

2. Barbed wire (three strings) for the perimeter of fence will be priced as an alternate.

3. Fence will be installed 10 FT inside the property line to all sides except to the street side (West). This space will be left around the property for cleaning/maintaining purposes.

4. For more description See Attached Map.

5. **Doors:** The three 16 ft slide doors will be installed at the front side of the property 20 ft from street line.
   The fence opening for each of the doors will be of 30 ft wide from which the fence will have to angle and go 10 ft deep in to the property accordingly to fit the 16' ft sliding door. The exact location of the doors will be decided at the time of installation.



I, _____, acknowledge receipt of ADDENDUM NO. **1** dated, March 6, **2009**, for RFP-**2009-102-03-11-MSS** - **"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"

Bid No. 2009-102-03-11-MSS

EXHIBIT "B"

"REVISED" BID PAGE

DESCRIPTION		PRICE
Purchase and Installation (all labor and Materials)		$
ALTERNATE Barbed Wire (three strings)		$

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

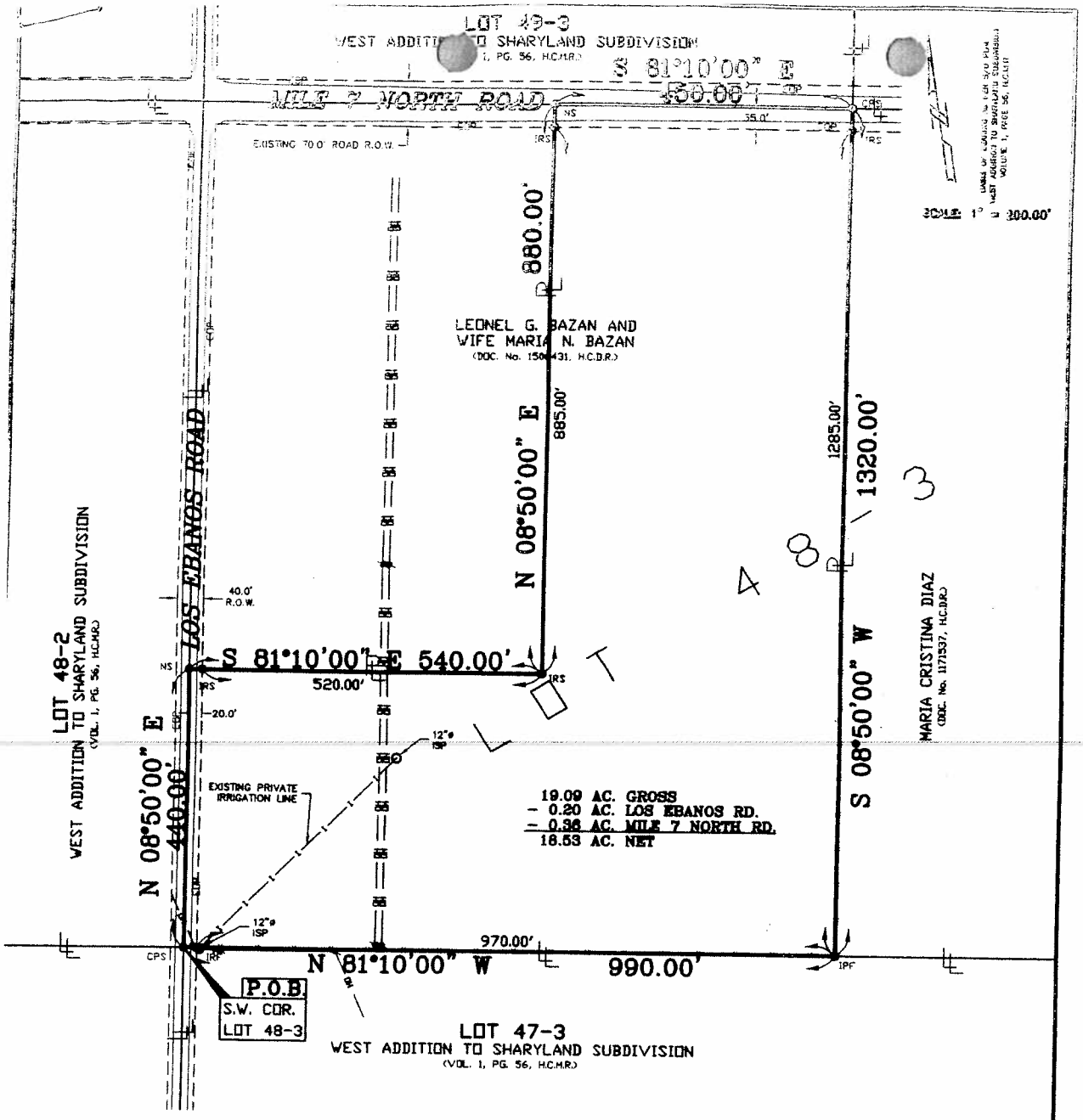
FAX NUMBER: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____



SCALE: 1" = 300.00'

NOTES:

1. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Water Control & Improvement District No. 7 and/or United Irrigation District, pursuant to applicable sections of Texas Water Code.

2. Rights or claims by United Irrigation District to any portion of property lying within canal and/or drain ditch easements and/or rigths of way located on the property.

3. Rights or claims by United Irrigation District to any portion of property lying within canal or drain ditch easements or rights-of-way.

4. "Blanket" Right-of-Way Easement dated October 4, 1949, recorded in Volume 698, Page 280, Deed Records, Hidalgo County, Texas, from Albert C. Roberts and wife Ella Roberts, to Central Power and Light Company.

FLOOD DESIGNATION

he flood designation for this property is "Zone X" which are "Areas f 500-year flood; areas of 100-year flood with average depths of ss than 1 foot or with drainage areas less than 1 square mile; and reas protected by levees from 100-year flood". As per F.E.M.A.s lood Insurance Rate Map Panel No.:

80334 0295 D Map Revised: June 6, 2000

lood Zone is determined by graphic plotting only. We do not assume esponsibility for exact determination.

LEGEND

S = NAIL SET
S = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
F = FOUND IRON PIPE
PS = FOUND COTTON PICKER SPINDLE
F = FOUND 1/2" IRON ROD
O.W. = RIGHT OF WAY
OP = EDGE OF PAVEMENT
C.M.R. = HIDALGO COUNTY MAP RECORDS
C.D.R. = HIDALGO COUNTY DEED RECORDS
L = LOT LINE
= POWER POLE
O = IRRIGATION STAND PIPE
= GUY WIRE
-X- = WIRE FENCE
-OH- = OVERHEAD POWER LINE
= IRRIGATION LINE

LEGAL DESCRIPTION

This plat is a true and correct representation of a survey made on the ground of the property located at: LOS EBANOS ROAD, Hidalgo County, Texas, described as follows: 19.09 ACRES OUT OF LOT 48-3 WEST ADDITION TO SHARYLAND SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas.

COPYRIGHT 2007
by CVQ Land Surveyors
This product style and format is protected by Copyright and all rights are reserved. The use of this style and format is strictly prohibited without the written consent and permission of "CVQ Land Surveyors"

517 BEAUMONT AVE
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

SURVEYED DATE:	03/29/07
JOB No.:	070338
DRAWN BY:	GTG
CHECKED BY:	C. V.
REVISIONS:	06/01/07
	REVISE DRAWING

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on March 29, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"

Bid No. 2009-102-03-11-MSS

EXHIBIT "B"

"REVISED" BID PAGE

DESCRIPTION		PRICE
Purchase and Installation (all labor and Materials)		$ 19,442.00
ALTERNATE Barbed Wire (three strings)		$ 22,060.00

COMPANY NAME: Central Fence & Supply, Ltd.

ADDRESS: 504 E. Ferguson / P.O. Box 827

CITY/STATE/ZIP: Pharr, Texas 78577

PHONE NUMBER: 956-783-7959

FAX NUMBER: 956-787-4311

CONTACT PERSON: Celia Sandoval

AUTHORIZED SIGNATURE:

TITLE: Partner

DATE: March 09, 2009

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2009

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	BURLINGTON INSURANCE COMPANY	
INSURER B:	SAFECO SELECT	
INSURER C:	TEXAS MUTUAL INSURANCE	
INSURER D:		
INSURER E:		

INSURED
CENTRAL FENCE & SUPPLY LTD
C/O AMADOR SANDOVAL
504 EAST FERGUSON
PHARR TX 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. 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	226BW13660	03/03/09	03/03/10	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	24-CC-260683-1	03/03/09	03/03/10	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	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001124731	11/30/08	11/30/09	[ ] WC STATU-TORY LIMITS [ ] OTHER 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
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

Attention:

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, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jack Holt

© ACORD CORPORATION 1988

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #4866

DATE
MAR 4 09

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Amador and Elizabeth Sandoval are excluded under the worker's compensation coverage.
Blanket Additional Insured in favor of the certificate holder pertaining to the general liability and commercial automobile.
Blanket Waiver of Subrogation in favor of the certificate holder pertaining to the general liability and commercial automobile
Blanket Waiver of Subrogation in favor of the certificate holder pertaining to the worker's compensation.
30 days NOC

Certificate # 4866

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.

Moises Salazar

From: celia@centralfenceltd.com
Sent: Tuesday, April 07, 2009 4:30 PM
To: moises.salazar@co.hidalgo.tx.us
Cc: ernie@centralfenceltd.com
Subject: Tax Account Status
Attachments: Hidalgo Co Letter.pdf

Mr. Salazar,

I am attaching a letter in response to your email regarding our Tax Account status. Please let me know if there is anything else I can do for you.

Thank you,
Celia

Central Fence and Supply, LTD

504 E. Ferguson • P.O. Box 827
Pharr, Texas 78577-0827
1 (800) 491-7923 • (956) 783-6231
Fax (956) 787-4311

April 07, 2009

Mr. Moises Salazar, Buyer II
Hidalgo County Purchasing Department
2802 S. Business 281
Edinburg, Texas 78539
Tel (956) 292-7000 (ext. 4863)
Fax (956) 292-7612

Re: Tax account status

Mr. Salazar:

This is in response to your letter regarding our Tax Account Status with the State Comptroller's office. I would like to inform you that we have corrected that error and we are now in good standing with the Texas Comptroller of Public Accounts.

I am enclosing a copy of the letter given to us from the Comptroller's office for verification. An online verification should be available in 1-3 work days.

Please do not hesitate to call myself or Ernie with questions / concerns. Thank you for your patience and I sincerely apologize for any inconvenience this might have caused.

Sincerely,

Celia Sandoval
Partner / Office Manager

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US

April 7, 2009

CENTRAL FENCE AND SUPPLY, LTD.
504 E FERGUSON ST
PHARR , TX 78557

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

CENTRAL FENCE AND SUPPLY, LTD.

is, as of this date, in good standing with this office having no franchise tax reports or payments due at this time. This certificate is valid through the date that the next franchise tax report will be due, 05/15/2009.

This certificate does not make a representation as to the status of the entity's registration, if any , with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted entity is subject to franchise tax as required by law. This certificate is not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 7 day of
April, 2009 A.D.

Susan Combs

SUSAN COMBS
Comptroller of Public Accounts

Taxpayer number: 17425560327
File number: 0012958710

Form 05-304 (Rev. 12-07/17)

AI-15040 **8.K.**

Maintenance/Support & Software Agreements

CC CONSENT

Date:	04/21/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting authority to enter into a annual renewal maintenance agreement with Office Communications/Toshiba Business Solutions for the (IT) Information Technology Department through the following requisition #151921 in the total amount of $768.00/year including any anticipated black/color copy overages if needed. Effective: 03/29/2009 - 03/28/2010 (9-1100-415-00-200-001-0-432)

2. Requesting authority to enter into an annual maintenance agreement with Archer Business System, Inc. for the Restitution Center through the following requisition #152826 in the amount of $1,350.00/year. Effective: Upon Approval (9-1297-423-00-320-005-9-432)

3. Ratification of purchase order #617428 in the amount of $19,617.00/quarterly, $78,468.00/year for the annual renewal support and update service agreement with Tyler Technologies, Inc. for the (IT) Information Technology Department.

4. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Vendor's Name	Contract Description	Contract #
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: Various
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item #1 & 2: Funds available for all pending requisitions as of 4-16-09

Item #3: Amount available for PO #617428 as of 4-16-09 $78,468.00 under req #148709 for Tyler Technologies, pending approval of ratification of PO.

Item #4: Authority to use co-op vendors does not require funding at this time; funding source(s) are identified once purchases are made by user depts.

Attachments

Link: Toshiba/Archer & Tyler Technologies

Link: Fleet Safety Equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		04/17/2009 04:35 PM	NEW
2	Budget & Management	Veronica Lopez	04/16/2009 11:21 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 01:42 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Matilde Faz Started On: 04/15/2009 01:14 PM

Final Approval Date: 04/17/2009

Requisition

Req # 00151921

PO #

Date: 03/26/09

Consent
K-15040
4/21/09

Bill To: x
x

Vendor : 27057
OFFICE COMMUNICATIONS SYSTEMS, INC.
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	MAINT. CONTRACT (30MAR09-29MAR10) COVERING PARTS, LABOR AND TONER	768.00	768.00
4.00	QTR	OPEN PO TO COVER ANTICIPATED EXP. FOR OVERAGE IN COPY REPRODUCTION. OVERAGE FEES: BLACK-.0128 AND COLOR COPIES ARE .1080	150.00	600.00
		Account No	Encumbrance	
		9-1100-415-00-200-001-0-432	1,368.00	
			Freight	.00
			Total	1,368.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TOSHIBA BUSINESS SOLUTIONS
Texas

Purchase Order Request

March 25, 2009

Attention: Ruben Flores

Hildago County
100 North Closner
2nd Floor
Edinburg, Texas 78539

Ref: Service Contract Renewal

Model: Estudio 281C Serial #: CDA617958 Equipment I.D.: 33585
Location: Computer Department 1st Floor

Dear Valued Customer:

Our records indicate that the maintenance contract on the above equipment expires 03/29/2009. Since our records also indicate that your company requires a Purchase Order number on the renewal invoice, we would appreciate your response to this letter indicating your preference of the choices listed below.

This equipment has a renewal price of $768.00 per year.
Meter charges (if applicable) will bill at $.0.0128 for each copy in excess of 60,000 copies per year.

We do appreciate your prompt attention to this matter. Please do not hesitate to call should you have any questions regarding this notice.

Sincerely,

Robert P. Smith
Service Directory
OCS / Toshiba Business Solutions
(210) 357-2600 / (800) 292-1151, ext. 134
Fax #: (210) 805-0867
robert.smith@tabs.toshiba.com

_____We wish to keep our equipment covered under a service contract. Bill us using our Purchase Order #:_____.
(Please reference your equipment serial number or I.D. number on your purchase order)

_____We wish to keep our equipment covered under a service contract. Bill us without a Purchase Order #.

_____We wish to discontinue our service contract. (30 days advanced written notice is required)

04-15-'09 14:01 FROM-HIDALGO IT DEPT T-818 P003/004 F-468 9563182152

PREMIUM PLUS MAINTENANCE AGREEMENT

TOSHIBA BUSINESS SOLUTIONS *Texas*

10231 Kotzebue | San Antonio, TX 78217 | Phone: 210.357.2680 | Fax: 210.357.2630

Sales Representative: Robert Smith

CONTRACT NUMBER	EFFECTIVE DATE
340497-003	3/29/2009

CUSTOMER INFORMATION

Customer Name:	HIDALGO COUNTY OF
Attention:	RUBEN FLORES
Address:	COMPUTER DEPT/100 NORTH CLOSNER
Address 2:	
City, State:	EDINBURG, TX
Zip:	78539
Phone #:	(956) 292-7000
Ext:	6018
Fax #:	(956) 318-2152
Email:	ruben.flores@co.hidalgo.tx.us
Bill to Number:	514041/1

Customer Name:	HIDALGO COUNTY OF
Attention:	RUBEN FLORES
Address:	COMPUTER DEPT/100 NORTH CLOSNER
Address 2:	
City, State, Zip:	EDINBURG, TX 78539
Phone #:	
Ext:	
Fax #:	
Email:	
Ship to Number:	340497

Select One: ○ This contract will begin on the date of Equipment installation. ○ This contract will begin after a _____ - day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

	Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1	33585	ESTUDIO281C	CDA617958	pending	☐ Yes ☑ No	n/a
2					☐ Yes ☐ No	
3					☐ Yes ☐ No	
4					☐ Yes ☐ No	

SUPPLY INCLUSIVE ITEMS

	Cartridge	Drum	Staples	Toner	Other (Please Specify)
1	n/a	yes	n/a	yes	developer
2					
3					
4					

TRANSACTION TERMS

This contract will bill a minimum charge of	$ 768.00	every - SELECT ONE:	☐ Month ☐ Quarter	☑ Year
The contract includes	60,000	BLACK copies / prints every:	☐ Month ☐ Quarter	☑ Year
An average charge of	$ 0.0128	will be charged for EACH excess BLACK copy / print.		
The contract includes	0	COLOR copies / prints every:	☐ Month ☐ Quarter	☐ Year
An average charge of	$ 0.1080	will be charged for EACH excess COLOR copy / print.		

Comments: _____

04-15-'09 14:02 FROM-HIDALGO IT DEPT 9563182152 T-818 P004/004 F-468

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, Toshiba agrees to perform maintenance service in accordance with the following terms and conditions:

1) Toshiba will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of $185 per hour with a 2-hour minimum apply for all other times.

2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.

3) This agreement does NOT cover:

a. Service necessitated by the malfunction of Non-Original Manufacture's Equipment parts, supplies, attachments, or supplies not authorized by Toshiba.
b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged
d. Exterior or add-on copy counting or monitoring devices
e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
f. Circuit board failures unless an UL1449 or Toshiba approved surge protection device is installed inline with the listed equipment
g. Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cords.) A separate service agreement may be purchased for the items listed in 3) g.

4) Customer agrees to:

a. Provide suitable electrical service and maintain proper environmental conditions
b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
c. Provide Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
d. Pay additional n/a cents per scan, when scans exceed agreement minimum or actual print usage.
e. Pay for freight and special shipping charges when requesting parts and/or supplies.
f. Pay for any charges outside the scope of this Premium Plus Agreement.

5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.

6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

7) Toshiba is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.

8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba.

9) Toshiba may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or deposit meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.

10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.

11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per-Click Charges for the term of this Contract. When this Contract is signed by Customer and Toshiba, it shall constitute a binding contract and is non-cancelable.

Company Name: **HIDALGO COUNTY OF**

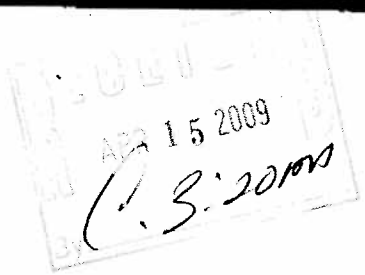
Name: X (Please Print Name) Title: X

Signature*: X (Authorized Representative) Date: X

***This contract is not valid without an authorized signature.**

HIDALGO COUNTY
INFORMATION TECHNOLOGY DEPT

FAX



ATTN:	Purchasing Dept ATTN: Ms. Mati	FROM:	Employee of the Month
FAX:	956.292.7612	PAGES:	4
PHONE:		DATE:	4/15/2009
RE:		CC:	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

● COMMENTS:
AS PER PHONE CONVERSATION

THANKS,
RUBEN R. FLORES
PHONE: 956.292.7010 x.6018
FAX: 956.318.2152
RUBEN.FLORES@CO.HIDALGO.TX.US

Requisition

RESTITUTION CENTER

Req # 00152826

PO #

Date: 04/09/09

Consent #15040 4/21/09

Bill To: x
x

Vendor : 348708

ARCHER BUSINESS SYSTEMS, INC
717 N 77 SUNSHINE STRIP
HARLINGEN TX 78550
FAX (956)425-7687

Ship To: RESTITUTION CENTER
1124 N. M. RD
EDINBURG Tx 78539

Contact: D.SOLIS 4413

Contract No:

Special Instructions:
REQ.#516

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	MAINTENANCE CONTRACT ON SHARP AR-M317 COPIER. SERVICE & SUPPLY CONTRACT: 1 YEAR OR 90000 COPIES-PRINTS. OVERAGES BILLED YEARLY @.15 PER COPY PRINT. ALL SERVICE, PARTS, & UNLIMITED COPIER TONER INCLUDED.	1,350.00	1,350.00
		EXCLUDES PAPER, STAPLES SPECIALTY SUPPLIES, ACTS OF NATURE OR ABUSE. EXCLUDES COMPUTER RELATED SERVICE, PARTS AND WIRING. SEE ATTACHED QUOTE. INSURANCE ON FILE, NO PRIOR PO.		
		Account No	Encumbrance	
		9-1297-423-00-320-005-9-432	1,350.00	
			Freight	.00
			Total	1,350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

SHARP
Authorized Dealer

ARCHER
Business Systems Inc.
Copiers | Printers | Fax | Color

SHARP
be sharp

MAIN OFFICE : 717 N. 77 SUNSHINE STRIP, HARLINGEN, TX. 78550
UPPER VALLEY OFFICE: 1213 E. HACKBERRY, MCALLEN, TX. 78501
HARLINGEN: (956)440-9800 MCALLEN: (956)683-9500 BROWNSVILLE: (956)554-9500

HIDALGO COUNTY RESTITUTION CENTER
1124 N. EMERALD
EDINBURG, TX. 78539

ALBERT PH 381-0733 ext. 204
FAX 380-2307

DIGITAL COPIER-PRINTER-FAX-SCANNER SERVICE AND SUPPLY QUOTE 2-27-09:

ONE SHARP AR-M317
ONE SHARP AR-FX7
ONE SHARP MX-NSX1
ONE SHARP AR-P27
ONE SHARP AR-27ABH
ONE SHARP AR-FR25U

SERVICE AND SUPPLY CONTRACT:
* 1 YEAR OR 90,000 COPIES-PRINTS.....$ 1,350.00
* OVERAGES BILLED YEARLY AT .015 PER COPY-PRINT
* ALL SERVICE, PARTS, AND UNLIMITED COPIER TONERS INCLUDED
* EXCLUDES PAPER, STAPLES, SPECALTY SUPPLIES, ACTS OF NATURE OR ABUSE.
* EXCLUDES COMPUTER RELATED SERVICE, PARTS, AND WIRING_____

RICHARD T. ARCHER
ARCHER BUSINESS SYSTEMS, INC.

X_____
ACCEPTANCE DATE_____

THE VALLEY'S AUTHORIZED SHARP PLATINUM DEALER

copy graphics

Fax Transmission

221 North 10th Street McAllen, TX 78501
Phone: 956-631-0205 Fax: 956-630-2628

To: Albert Limas Fax: 380-2307

From: Ana Escobar Date: 3/23/09

Re: Copier 5A Pages: 1

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Notes: Mr. Limas-

We are not an authorized Sharp dealer. Therefore, we cannot offer a service contract on Sharp branded copiers.

Thank-you,

Ana Escobar
Copy Graphics
956-631-0205

If you do not receive all pages, please call us at 956-631-0205. Contents of this fax are confidential. If you received this transmission in error, please notify sender by phone or email at info@copyg.com.

CONFIDENTIAL

15284

ARCHER
Business Systems Inc.
Copiers | Printers | Fax | Color

Facsimile Cover Sheet From the desk of:

Richard T. Archer

DATE: ~~2-13-08~~ 2-28-09 9:35

PAGES INCLUDING COVER: 2

TO: Albert 380-2307

COMPANY:

MESSAGE: meter 32,655

Service AND Supply Quote

Thanks

Richard

Please Reply To:

RICHARD'S CELL # 956-491-2144 **OFFICE # 956-440-9800 EXT. 203**

MAIN OFFICE: 717 N. 77 SUNSHINE STRIP HARLINGEN TX. 78550

*** (956) 425-7687 Harlingen Fax *** *** (956) 682-0734 McAllen Fax ***

Requisition

Req # 00148709

PO # 617428

Date: 02/05/09

Consent # 15040 4/21/09

Bill To: x
x

Vendor : 122505
THE SOFTWARE GROUP
TYLER TECHONOLOGIES, INC.
6500 INTERNATIONAL PKWY
STE. 2000
PLANO TX 75093

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **RUBEN**
956-292-7010

Contract No: **C-97-164-12-23**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	QTR	QUARTERLY MAINT. - JURY CLIENT SPT. AND UPDATE (01JAN09-31DEC09)	19,617.00	78,468.00
1.00				.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-336	78,468.00	
			Freight	.00
			Total	78,468.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Client Support and Software Update Services Agreement

Client Installation Location:

Hidalgo County Courthouse

Edinburg, Texas 78539

Commencement Date: 01/01/2009

System Administrator: Renan Ramirez, Data Processing Mgr

Phone Number: (956) 318-2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and **Hidalgo County, Texas** ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
Criminal Case Management — County-wide	$2,628.00
Civil Case Management — County-wide	2,525.00
Court Administration – County-wide	1,670.00
Sheriff	2,628.00
CID	277.00
CJIS – County-wide	306.00
CJIS – EDR	640.00
Justice of the Peace with Electronic Conviction Reporting	2,555.00
Word Merge	111.00
Mugshots	324.00
Prosecutor	918.00
Server & Systems Support (Hardware)	272.00
Child Support	1,728.00
Hot Checks	802.00
Miscellaneous Fees	604.00
Computer Aided Dispatch	1,629.00
Note: The rates listed above are 2009 Maintenance & Support rates, and will be subject to changes published annually in the client's budget letter.	

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.

CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.

Total Quarterly Charge **$ 19,617.00**

Client	**Tyler Technologies, Inc.**
Contact Name (Print)	Contact Name (Print)
Title/Position	Title/Position
Authorized Signature	Authorized Signature
Date	Date

Consent # 15040 4/21/09

Contact Us:

Phone: 800-695-2919
Fax: 800-211-5454

Vendor Contract Information

Proposal Documents

Back

Vendor: Fleet Safety Equipment, Inc.
Address: 5858 Waltrip
Houston, TX 77087
Phone: (713) 228-8900
Contact: Wayne Jacobs
Email: wayne@fscam.com
Website: www.fleetsafety.com
Federal ID: 62-1172177
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Eq. #284-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 42
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 284-08
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: None
Return Policy: 30% restocking fee.

©1996 - 2009 TASB
ALL RIGHTS RESERVED

AI-15035 **8.L.**

Hidalgo County Procurement Projects

CC CONSENT

Date:	04/21/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the following projects: RFB-Fiberglass Manholes- Hidalgo County (All Funding Sources) Bid No.: 2009-026, and RFB-Purchase of Gravel Bedding Material-Hidalgo County(All Fundig Sources) Bid No.: 2009-020.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-120X-431-00-12X-00X-0-XXX

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

BUDGETARY IMPACT:

Pct. 1- As per Noe Montez, Pct. 1 does not use these services.
Pct. 2 P/U Rd -Acct #9-1202-431-00-122-006-0-673 - Available Balance as of 4-16-09 $100,816.15
Pct. 3-Acct #9-1203-431-00-123-005-0-674 - Available Balance as of 4-16-09 $0.00; open PO pending payment in the amount of $2,064.00.
Pct. 4-Acct #9-1204-431-00-124-007-0-674 - Available Balance as of 4-16-09 $0.00; open PO's pending payment in the total amount of $17,271.24.
Pct. 4-Acct #9-1204-431-00-124-036-0-733 - Available Balance as of 4-16-09 $(85,355.27); open PO's pending payment in the total amount of $24,528.87. Sergio from DBM is currently working in collaboration with Auditor's office on the reclassification of expenditures related to Drainage Project expenditures for all precincts.

Funding source(s) were provided by user depts.

Attachments

Link: 09-026 Draft Packet

Link: 09-026 Specs approval by Precincts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:11 AM	APRV

2	Budget & Management	Veronica Lopez	04/16/2009 11:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 12:49 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Gricelda Villarreal Started On: 04/15/2009 11:02 AM

Final Approval Date: 04/17/2009

Month date, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"FIBERGLASS MANHOLES"**
Bid No: 09-026-00-00-CGV

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/cgv

Enclosures

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
"FIBERGLASS MANHOLES"
RFB NO: 09-026-00-00-CGV

Request For Bid Letter, consisting of __1__ page.

Request for Bid, Legal Notice, consisting of __8__ pages.

Exhibit "A" Specifications, consisting of __2__ pages.

Exhibit "B" Bid Page, consisting of __2__ pages.

Exhibit "C" Insurance Requirements, consisting of __3__ pages.

Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of __1__ page.

Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.

Certification Regarding Debarment, consisting of __1__ pages.

Draft Agreement, consisting of __5__ pages

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

_____ _____

Martha L. Salazar, CPPB, Purchasing Agent

Date

Bid No:2009-026-00-00-CGV	Buyer: Cris Villarreal	Tel. No: (956) 318-2626 ext 4867

REQUEST FOR BIDS

HIDALGO COUNTY
"FIBERGLASS MANHOLES"

BID OPENING DATE:

Month day, 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

DRAFT

Form HCPD-03

LEGAL NOTICE **BID NO: 2009-026-00-00-CGV**

1. Sealed bids will be received for **"HIDALGO COUNTY–FIBERGLASS MANHOLES"** 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 and or/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 No. 2009-026-00-00-CGV-HIDALGO COUNTY-FIBERGLASS MANHOLES"** and at County's Purchasing Department with a phCGVcal address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, MONTH DAY, 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 No.-2009-026-00-00-CGV-HIDALGO COUNTY–FIBERGLASS MANHOLES ".**

   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(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

a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If Applicable)

- 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-FIBERGLASS MANHOLES"** 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
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**MONTH DAY, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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 hereunder, 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 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

"FIBERGLASS MANHOLES"

BID NO.: 2009-026-00-00-CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
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"

Hidalgo County

"Fiberglass Manholes"

Bid No.:09-026-00-00-CGV

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Fiberglass Manholes" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS, AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors.

8. This contract is not limited to the user departments only. Other Hidalgo County departments, not stated herein, may be included and may utilize this contract

9. All bid prices for items shall take into consideration shipping/handling, and delivery costs.

10. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

- Manholes must meet the all the minimum the following specifications:
  - Fiberglass Manholes must be constructed of glass fiber-reinforced polyester resin containing chemically enhanced silica. They shall be constructed of a monolithic design to prevent infiltration through the manhole. Interior surface of manhole shall be smooth for improved corrosion resistance and reduced sludge build-up.
  - Nominal inside diameter of the manhole shall be 48". Thickness of the manholes shall be .50" nominal. Height shall be selected in accordance with the project plan and/or engineers specifications.
  - Manholes Must withstand requirements of AASHTO H-20Axle Loads, meet ASTM D 3753 and accept Standard Ring and Cover and must be able to be used with all types of pipe, including but not limited to concrete, clay, steel, iron, and PVC.

- **Price must include ring, covers and 4 (four) plastic spacers.**

- **Please include manhole structural and corrosion warranty and pamphlets/literature with your submission.**

- Must be available in the following diameters:

  42", 48", 54", 60", 72" and 92"

- Cleanout manholes must be available in the following diameter:

  36"

- Lengths: in one foot increments from 3' to 25'
- Cone Top Openings: concentric – 22 ½". 32", 38"

  Eccentric-22 ½"
- Standard Thickness: Standard Wall: 0.25" – 0.5"

  Heavy Wall: 0.5"
- Average weight: 60 lb/ft
- Flexural Strength:

  Cone: 15.4×10^3 psi

  Pipe: 22.5×10^3 psi
- Compressive Strength: 18.9×10^3 psi

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, Month day, 2009**.

DRAFT

Hidalgo County

"Fiberglass Manholes"

Bid No.:09-026-00-00-CGV

Exhibit "B"

Size	42" diameter	48" diameter	54" diameter	60" diameter	72" diameter	92" diameter
3'	$	$	$	$	$	$
4'	$	$	$	$	$	$
5'	$	$	$	$	$	$
6'	$	$	$	$	$	$
7'	$	$	$	$	$	$
8'	$	$	$	$	$	$
9'	$	$	$	$	$	$
10'	$	$	$	$	$	$
11'	$	$	$	$	$	$
12'	$	$	$	$	$	$
13'	$	$	$	$	$	$
14'	$	$	$	$	$	$
15'	$	$	$	$	$	$
16'	$	$	$	$	$	$
17'	$	$	$	$	$	$
18'	$	$	$	$	$	$
19'	$	$	$	$	$	$
20'	$	$	$	$	$	$
21'	$	$	$	$	$	$
22'	$	$	$	$	$	$
23'	$	$	$	$	$	$
24'	$	$	$	$	$	$
25'	$	$	$	$	$	$

Is custom manhole fabrication with PVC stubouts/bottoms/bench and inverts and 12" high manhole cone neck extensions available? _____ $_____

BIDDER/COMPANY NAME:	
AUTHORIZED SIGNATURE:	
PRINT NAME:	

REQUIREMENTS AGREEMENT
C-09-026-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"_Fiberglass Manholes",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" in the areas of **HIDALGO COUNTY** projects for a period of_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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: _____
_____
_____
_____

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

k. **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.

l. **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 sixty (60) 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).

Insurance. 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 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.

n. **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 therefor 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.

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:

By:_____
Antonio "Tony" Mendoza

Date:_____

IDHIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____ ____

Vendor _____
By:_____
Printed Name:_____
Title:_____
Date:_____

DRAFT

DRAFT

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Attn: Noe Montez

From: Yvette Islas, Buyer
Hidalgo County Purchasing Department

Date: February 13, 2009

Re: Approval or Disapproval of Specifications For:
Bid No. 2009-09-026-00-00-YSI "FIBERGLASS MANHOLES"

We are starting the process of going out for bids for Fiberglass Manholes. Since this is a new project the specifications may need some information added or deleted. Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve or Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.

Sign below and submit changes by FRIDAY, February, 20, 2009 so I can proceed.

APPROVE ☐ **DISAPPROVE** ☒ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): PCT Does Not use These.

DEPARTMENT NAME: PCT 1

Noe Montez Noe Montez 3/24/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Ricardo Cuellar / Yoli Cisneros

From: Yvette Islas, Buyer
Hidalgo County Purchasing Department

Date: February 13, 2009

Re: Approval or Disapproval of Specifications For:
Bid No. 2009-09-026-00-00-YSI "FIBERGLASS MANHOLES"

We are starting the process of going out for bids for Fiberglass Manholes. Since this is a new project the specifications may need some information added or deleted. Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve or Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.

Sign below and submit changes by FRIDAY, February, 20, 2009 so I can proceed.

APPROVE ☒ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): 9-1202-431-00-122-006-0-673

DEPARTMENT NAME: Roads & Bridge

Ricardo Cuellar | Ricardo Cuellar | 2/18/09

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Commissioner Joe Flores
Hidalgo County Precinct No. 3

Attn: Norma Ceballos

From: Yvette Islas, Buyer
Hidalgo County Purchasing Department

Date: February 13, 2009

Re: Approval or Disapproval of Specifications For:
Bid No. 2009-09-026-00-00-YSI "FIBERGLASS MANHOLES"

We are starting the process of going out for bids for Fiberglass Manholes. Since this is a new project the specifications may need some information added or deleted. Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve or Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.

Sign below and submit changes by FRIDAY, February, 20, 2009 so I can proceed.

APPROVE ☑ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): 9-1205-431-0-123-405-0-624

DEPARTMENT NAME: _____

Joe H. Flores, Commissioner 2/18/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
Attn: Rumaldo Munoz / Gloria Beltran

From: Yvette Islas, Buyer
Hidalgo County Purchasing Department

Date: February 13, 2009

Re: Approval or Disapproval of Specifications For:
Bid No. 2009-09-026-00-00-YSI "FIBERGLASS MANHOLES"

We are starting the process of going out for bids for Fiberglass Manholes. Since this is a new project the specifications may need some information added or deleted. Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve or Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.

Sign below and submit changes by FRIDAY, February, 20, 2009 so I can proceed.

APPROVE ☐ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): 9-1204-431-00-124-007-0-674
9-1204-431-00-124-036-0-733

DEPARTMENT NAME: Hidalgo Co. Pct#4

Oscar L. Garza JR 2-17-09

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

AI-15023 **8.M.**

Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

CC CONSENT

Date:	04/21/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a request from "Nuestra Clinica Del Valle" for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $217,619.00 (Commissioners Court-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.

BACKGROUND

The approved revised budget does not change, their only changes were within their line items in their report (C-07-402A-03-25).

Fiscal Impact

FISCAL YEAR:	ACCT. #: 9-1100-444-00-340-038-0-843
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact. It is only for approval of the revised budget report by requester. Available balance as of 4-17-09 $153,123.84

Attachments

Link: REVISION INFORMATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:05 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 11:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/17/2009 09:03 AM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Vangie Garcia — Started On: 04/14/2009 05:03 PM

Final Approval Date: 04/17/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2009 4:59 PM
To: 'Mike Escaname'
Subject: RE: Budget Revision (Nuestra Clinica Del Valle)

Ok, will do.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2009 1:27 PM
To: Evangelina Garcia
Cc: 'Becky Luna'
Subject: FW: Budget Revision (Nuestra Clinica Del Valle)

Vangie,

On behalf of Dairen Sarmiento, Human Services Director, can you place this Budget Amendment Request in the next Commissioner's Court Agenda.

Thanks,

Mike E.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Tuesday, April 14, 2009 12:22 PM
To: mike.escaname@auditor.co.hidalgo.tx.us
Subject: Fw: Budget Revision

Please place on the next cc agenda. Thank you.

Dairen Sarmiento, Human Services Director
County Indigent Health Care Program
(956) 318-2011 extension 424
(956) 318-2019 fax

-----Original Message-----
From: "clara guzik" <cguzik.nuestraclinica@tachc.org>
Sent 4/14/2009 11:52:11 AM
To: dairen.sarmiento@hchd.org
Cc: lramirez.nuestraclinica@tachc.org
Subject: Budget Revision

Good afternoon,
Attached is our budget revision. Any questions, please contact Lucy Ramirez at 956-787-8915 ext. 231. Thank you.

Clara I. Guzik
Administrative Assistant

Nuestra Clinica Del Valle, Inc.
P.O. Box 1689
Pharr, TX 78577
PH: 956-787-8915 ext 232
Fax: 956-787-2021
cguzik.nuestraclinica@tachc.org

Budget Revision Request

"Women's health Improvement Network (WIN)" Project

To: Dairen Sarmiento
Human Services Director, Hidalgo County
1304 South 25th Street
Edinburg, Texas 78539

Respectfully submitted,

Grantee: Nuestra Clínica Del Valle

Address:

By: _____

Printed Name: Lucy Ramirez, Executive Director

Budget Request.

The purpose of the budget revision request is to utilize remaining funds for procedures listed and to change the amounts in each budget category. The budget below reallocates funds to spend the money for patients needing diagnostic mammograms and primary care appointments.

Requested Revised WIN Budget

Budget Category	**Approved budget**	**Revised Budget**
Diagnostic mammograms	$40,600.00	**$46,000.00**
Breast Ultrasound	$47,800.00	**$29,300.00**
Ultrasound with Aspiration	$13,636.00	**$13,636.00**
Surgeon & Treatment	$20,000.00	**$20,000.00**
Radiation/Chemotherapy extended care	$25,000.00	**$25,000.00**
Primary care appointments	$18,300.00	**$31,500.00**
Promotora Case Management	$52,283.00	**$52,283.00**
TOTAL Direct Costs	**$217,619.00**	**$217,619.00**

Justification.

The budget revision is to allow the project to reallocate funds in the areas most needed. Fortunately, the number of women needing additional diagnostic testing or treatment was significantly below that of national statistics—which were used to calculate the initial budget.

Progress Report & Budget Revision Request

"Women's health Improvement Network (WIN)" Project

Tuesday, January 27, 2009

To: Dairen Sarmiento
Human Services Director, Hidalgo County
1304 South 25th Street
Edinburg, Texas 78539
Phone: (956) 383-6221

Respectfully submitted,

Grantee: Nuestra Clínica Del Valle

Address: 801 W. 1st Street
San Juan, TX 78589
956-787-0787

By: _____

Printed Name: Lucy Ramirez, Executive Director

Requested Revised WIN Budget

Budget Category	Current budget	Revised Budget
Diagnostic mammograms	$5,600.00	**$40,600.00**
Breast Ultrasound	$2,800.00	**$47,800.00**
Ultrasound with Aspiration	$10,536.00	**$13,636.00**
Surgeon & Treatment	$49,670.00	**$20,000.00**
Radiation/Chemotherapy extended care	$78,430.00	**$25,000.00**
Primary care appointments	$18,300.00	$18,300.00
Promotora Case Management	$52,283.00	$52,283.00
TOTAL Direct Costs	**$217,619.00**	**$217,619.00**

Justification.

The request for this budget revision is to allow the project to serve as many colonia residents in Hidalgo County as possible. Fortunately, the number of women needing follow-up and specialty care was significantly below that of national statistics—which were used to calculate the initial budget. Nationally, 20% of women receiving a screening mammogram will need additional follow-up. Of the original 250 women screened, only 12% (31 clients), needed additional services. Nationally, of that 20% needing follow-up care, an additional 20% will need additional services. Out of the 31 original WIN clients, to date, none have been diagnosed with breast cancer (one was diagnosed with lung cancer) and there are nine pending cases. However, statistics still demonstrate that Hispanic women have higher rates of breast cancer—particularly Hispanics along the border. Thus, by reallocating the funds for more diagnostic procedures, this will allow project staff to potentially find and assist women who may have breast cancer. The amounts for surgeon and treatment and radiation/chemotherapy categories were reduced, since there have been no present needs for these funds, though it is possible/probable that some of the new 130 clients will need these funds.

Additional factors related to the budget spending have been that providers have charged less than the Medicare reimbursement rates for various procedures. For example, some providers charge NCDV $65 for screening mammograms, compared to the Medicare reimbursement rate of $118.04. This reduced the amount almost by half for procedures. Also, a majority of the original 31 WIN clients were referred to the Breast and Cervical Cancer Program (Promesa de Salud), which pays for all diagnostic procedures. These clients were referred to BCCS before the project actually received funding for specialty care. The 130 new WIN clients will not be referred to the BCCS, given funds are available through the WIN project for follow-up services. Given that the project was able to add 130 clients (existing NCDV clients needing breast follow-up care without financial means) January 16-26, 2009, the project does not anticipate a problem with adding clients to utilize funds for diagnostic procedures. An additional factor in this request is the closing of UTMB Cancer Stop in McAllen, Texas, which has the potential to bring additional clients to the project. Thus, there is ample need in Hidalgo County to utilize funding for breast diagnostic and treatment procedures.