

AI-15976

6.D.

Claim of Rosalinda Villegas

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Closed Session

Information

CAPTION

Claim of Rosalinda Villegas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:10 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 09:33 AM	
Final Approval Date: 06/12/2009				

AI-15973

6.E.

Claim of D.M. Roth, Inc.

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Closed Session

Information

CAPTION

Claim of D.M. Roth, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:09 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 09:17 AM	
Final Approval Date: 06/12/2009				

AI-15923

6.F.

**Claim of Lorenzo Cavazos
CC REGULAR**

Date: 06/15/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Lorenzo Cavazos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 02:15 PM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/09/2009 02:04 PM	
Final Approval Date: 06/12/2009				

AI-15909

6.G.

**Claim of Blanca Garcia Olivarez
CC REGULAR**

Date: 06/15/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Blanca Garcia Olivarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 10:09 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/09/2009 10:03 AM	
Final Approval Date: 06/12/2009				

AI-15907

6.H.

Claim of Norma Gallardo
CC REGULAR

Date: 06/15/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Norma Gallardo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 10:00 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/09/2009 09:54 AM	
Final Approval Date: 06/12/2009				

AI-15948

6.I.

**Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 11:17 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/10/2009 10:59 AM	
Final Approval Date: 06/12/2009				

AI-15985

6.J.

**C-2223-08-E; Adrian Macal vs. Sheriff Lupe Trevino & Hidalgo County
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-2223-08-E; Adrian Macal vs. Sheriff Lupe Trevino & Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 04:15 PM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 04:08 PM	
Final Approval Date: 06/12/2009				

AI-15989

6.K.

CL-09-1610-D; Andy Rios v. Hidalgo County and David Guerrero, Individually and as an employee of Hidalgo County

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Closed Session

Information

CAPTION

CL-09-1610-D; Andy Rios v. Hidalgo County and David Guerrero, Individually and as an employee of Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 07:42 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 04:34 PM	
Final Approval Date: 06/12/2009				

AI-15993

6.L.

Saul Tamez v. Laura L. Cardenas

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Closed Session

Information

CAPTION

Saul Tamez v. Laura L. Cardenas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 09:19 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/12/2009 08:52 AM	
Final Approval Date: 06/12/2009				

AI-15978

7.D.

**Claim of Rosalinda Villegas
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

Claim of Rosalinda Villegas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:10 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 09:40 AM	
Final Approval Date: 06/12/2009				

AI-15974

7.E.

Claim of D.M. Roth, Inc.

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Open Session

Information

CAPTION

Claim of D.M. Roth, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:09 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 09:19 AM	
Final Approval Date: 06/12/2009				

AI-15924

7.F.

**Claim of Lorenzo Cavazos
CC REGULAR**

Date: 06/15/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Lorenzo Cavazos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 02:15 PM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/09/2009 02:06 PM	
Final Approval Date: 06/12/2009				

AI-15910

7.G.

**Claim of Blanca Garcia Olivarez
CC REGULAR**

Date: 06/15/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Blanca Garcia Olivarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 10:09 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/09/2009 10:06 AM	
Final Approval Date: 06/12/2009				

AI-15908

7.H.

Claim of Norma Gallardo

CC REGULAR

Date: 06/15/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Norma Gallardo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 10:00 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Aida Alvarez			Started On: 06/09/2009 09:57 AM	
Final Approval Date: 06/12/2009				

AI-15949

7.I.

**Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 11:17 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/10/2009 11:01 AM	
Final Approval Date: 06/12/2009				

AI-15986

7.J.

**C-2223-08-E; Adrian Macal vs. Sheriff Lupe Trevino & Hidalgo County
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Preston Henrichson
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

C-2223-08-E; Adrian Macal vs. Sheriff Lupe Trevino & Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 04:15 PM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 04:09 PM	
Final Approval Date: 06/12/2009				

AI-15990

7.K.

CL-09-1610-D; Andy Rios v. Hidalgo County and David Guerrero, Individually and as an employee of Hidalgo County

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Open Session

Information

CAPTION

CL-09-1610-D; Andy Rios v. Hidalgo County and David Guerrero, Individually and as an employee of Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 07:42 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 04:40 PM	
Final Approval Date: 06/12/2009				

AI-15994

7.L.

Saul Tamez v. Laura L. Cardenas

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Open Session

Information

CAPTION

Saul Tamez v. Laura L. Cardenas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 09:19 AM	APRV
2	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/12/2009 08:53 AM	
Final Approval Date: 06/12/2009				

AI-15977

10.B.

457 plan hardship W/D

CC REGULAR

Date: 06/15/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #085898

BACKGROUND

Fiscal Impact

Attachments

Link: [Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:11 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/11/2009 10:33 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 09:35 AM	
Final Approval Date: 06/12/2009				

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.

Plan Name

411

Employee # 085898

Participant Name

Address

Social Security No.

Daytime Phone No.

SECTION I - Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$ _____ Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? _____ If so what was the amount taken \$ _____

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

PARTICIPANT SIGNATURE X _____ **Date** 6/10/98

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ **Date** _____

SECTION III - Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 880-7133

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6/10/98 BY: _____

AI-15981

10.C.

Status Report - Safeguard Committee
CC REGULAR

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Status report regarding the SAFEGuard Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 02:20 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/11/2009 03:49 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 01:17 PM	
Final Approval Date: 06/12/2009				

AI-15955

12.A.

**Approval of the 2009 Interlocal Cooperation Agreements
CC REGULAR**

Date: 06/15/2009
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion and approval of the following 2009 Interlocal Cooperation Agreement:
1. Palmview Fire Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-20-300-016-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of \$84,295.00 as of 06/11/09.

Attachments

Link: Palmview Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 02:42 PM	APRV
2	Roland Garcia	Rolando Garcia	06/11/2009 10:28 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Yolanda Orozco Started On: 06/10/2009 02:07 PM
Final Approval Date: 06/12/2009

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 19th day of May 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Palmview, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 19th day of May, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on May 19, 2009 and shall terminate on December 31, 2009.
- 1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

HIDALGO COUNTY

JUN 5 2009

FIRE MARSHAL'S OFFICE

2.0 DEFINITIONS

- 2.1 AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.
- 2.2 BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.
- 2.3 CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.
- 2.4 COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.
- 2.5 CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.
- 2.6 EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.
- 2.7 FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.
- 2.8 COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.
- 2.9 DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and “standing-by” for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

- 3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.
- 3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.
- 3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. Provide assistance to municipal departments with Fire Investigations, upon request.
- e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

- a. Review and process all requests for reimbursements.
- b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

- 5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:
- 6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of \$1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of \$ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of \$ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of \$ 275.00 per incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of \$ 125.00 per incident.
(6.1.4.VI.)	CATEGORY VI (CVI)	<i>Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.</i>

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 FIREFIGHTING (as primary department)
- .2 HAZARDOUS MATERIALS INCIDENT
- .3 MASS CASUALTY
- .4 RESCUE CALLS
- .5 VEHICLE FIRE
- .6 VEHICULAR EXTRICATION
- .7 PUBLIC WORKS RESPONSE
- .8 REGIONAL MEDICAL RESPONSE TEAM
- .9 SECONDARY CITY/ENTITY (in place of primary department.)
- .10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 UNAUTHORIZED BURNING
- .2 AUTHORIZED BURNING
- .3 MEDICAL CALL
- .4 MUTUAL AID

6.1.4.III. CATEGORY III. A Rate of \$ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 WASH DOWN
- .2 RECOVERY CALL - BODY
- .3 BEE ATTACK
- .4 PETROLEUM BASED INCIDENT STANDBY
- .5 WIRELINE INCIDENTS
- .6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of \$ 275.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 TRAFFIC CONTROL
- .2 LANDING ZONE

- 6.1.4.V. **CATEGORY V.** At a rate of \$125.00 per incident, as so stated, shall apply, during the term of this contract.
- .1 **FALSE ALARM CALL**
 - .2 **GOOD INTENT CALLS**
 - .3 **SERVICE CALLS**

CATEGORY VI – This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.

7.0. ASSIGNMENT

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

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity

_____, Texas _____

If to County:

County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

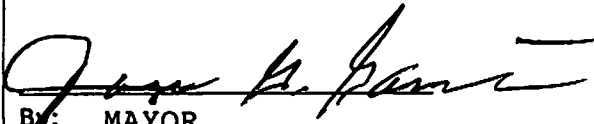
9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

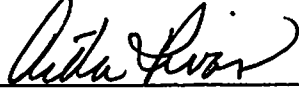
(In duplicate originals effective on the day both parties signatures are executed.

CITY OF PALMVIEW


By: MAYOR

5/19/09
Date

ATTEST:


City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

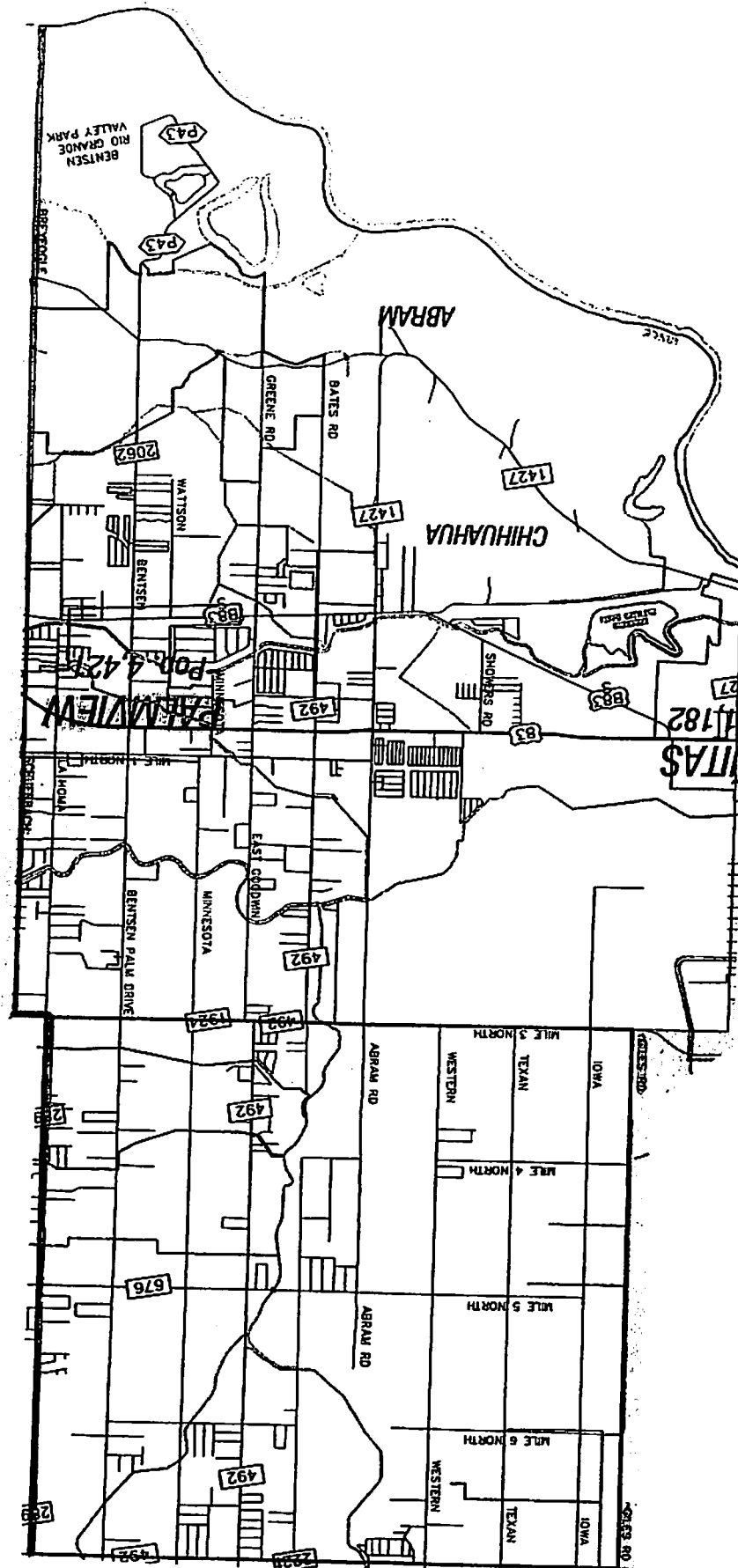
Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo
Rural Emergency Service Incident Report

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

DEPARTMENT: _____ COUNTY INCIDENT: _____	
DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____	
SITUATION REPORTED: _____ SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____	
_____ NON-APPLICABLE	DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____	
CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____
INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____
INCIDENT CAUSE: _____	
TYPE OF ACTION TAKEN: _____	
UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____
	FIRE CHIEF
REIMBURSEMENT REQUESTED: \$125.00 \$275.00 \$425.00 \$600.00 \$1000.00 HCFMO Approval Amount : \$125.00 \$275.00 \$425.00 \$600.00 \$1000.00	



AI-15911

13.A.

**Laboratory construction - City of Elsa Water Treatment plant
CC REGULAR**

Date: 06/15/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Material Testing Services in connection with Hidalgo County Urban County Program from Hidalgo County Precinct No. 1 (Elsa) Program Year 21 (2008) for a Water/Sewer Improvement Project in the City of Elsa.
2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Elsa, Hidalgo Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvement Project in the City of Elsa.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Material Testing Services for an Urban County Program -City of Elsa Water/Sewer Improvement project.

BACKGROUND

The City of Elsa, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three firms from the County's approved "pool". Terracon Consultants, Inc., Millennium Engineering Group and L&G Engineering Laboratory, LLC, were the three firms. The Water/Sewer Improvements Project includes testing services for the construction of a laboratory at the Elsa water treatment plant. See attached grading grid for your review.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County Year 21 (2008) Water/Sewer Improvement funds will be utilized for this project.

Attachments

Link: laboratory construction, grading grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 08:45 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/10/2009 03:04 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Estella Webber
Started On: 06/09/2009 10:13 AM
Final Approval Date: 06/12/2009

Hidalgo County – Urban County Program
City of Elsa
Material Testing Services
Water/Sewer Improvements-
(Imhoff Demolition - New Lab Construction)
Grading Grid

[illegible]

HIDALGO COUNTY STATEMENT OF QUALIFICATION **SCORING/EVALUATION SHEET** **ENGINEERING/ARCHITECTURAL & TESTING SERVICES**

Project Description: Year 16 w/s Imp (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: Jimaron

Date of Evaluation: _____

Evaluator's Name: JUAN CEDILLO, City Manager

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>
Comments/Rationale for Points: <u>NUMEROUS LICENSED ^{ACCEPTED} PERSONNEL ASSIGNED TO THIS PROJECT</u>		
2. Experience of Project Team	25	<u>24</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: <u>COMBINATION OF ALL THE EXPERIENCE OF ALL PROJECT TEAM</u>		
3. Experience/Availability of Project Manager	20	<u>19</u>
Comments/Rationale for Points: <u>OVER 12 YEARS OF EXPERIENCE W/ PROJECT MANAGEMENT & MULTIPLE CITIES + METERS AVAILABLE FOR PROJECT LIAISON AVAILABLE AS WELL</u>		
4. Understanding of Project	25	<u>23</u>
Comments/Rationale for Points: <u>WIDE RANGE OF EXPERIENCE AVAILABLE TO OVER - ALL MATERIALS TESTING NEED</u>		
5. Familiarity with Applicable Rules and Regulations	10	<u>8</u>
Comments/Rationale for Points: <u>NUMEROUS PROJECTS AVAILABLE FOR PROJECTS W/ WIDE RANGE OF PROJECTS, SPECIAL CONTRACTS & TESTING</u>		

Total Score

92

AW

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES**

Project Description: Year 16 Water/Sewer Imp. (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: Terracon

Date of Evaluation: MAY 22, 2009

Evaluator's Name: Tony BARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>

1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: Firm HAS three (3) Certified Engineers in the Plant OFFICE

2. Experience of Project Team	25	<u>23</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Reviewed similar work (projects) have good STAFFING pattern for Road improvement testing and Facilities testing

3. Experience/Availability of Project Manager	20	<u>19</u>

Comments/Rationale for Points: Project manager is readily available to monitor projects

4. Understanding of Project	25	<u>24</u>

Comments/Rationale for Points: STAFF has capacity to understand projects

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: STAFF has the schooling and experience to fully understand Rules and Regulations.

Total Score 96

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES**

Project Description: Year 16 Water/Sewer Imp. (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: Terracon

Date of Evaluation: May 13, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: Section 2-1 outlines their specialty that which is relevant for proposed project requiring geo-technical studies

2. Experience of Project Team	25	<u>20</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Project team leader has experience with Geo-Technical projects as it relates to this project as outlined in Section 3-4 and 3-6; not enough references with work in Hidalgo County

3. Experience/Availability of Project Manager	20	<u>20</u>

Comments/Rationale for Points: Firms experience us solely on Geo-Technical Services with Environmental Studies as described in Section 2-5 of SOQ; Project manager has experience as described on section 3-4 of SOQ

4. Understanding of Project	25	<u>25</u>

Comments/Rationale for Points: Section I outlines clearly the expertise in which this company specializes in geo-technical; however could not reference with projects in Hidalgo County

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: Terracon's experience with other projects confirms their understanding and familiarity with all applicable rules & regulations required by Hidalgo County & outlined in Section 2-4 of SOQ

Total Score	<u>95</u>

HIDALGO COUNTY STATEMENT OF QUALIFICATION **SCORING/EVALUATION SHEET** **ENGINEERING/ARCHITECTURAL & TESTING SERVICES**

Project Description: Yr. 16 W/S Loop (Imhoff - Lab)

Department: Hidalgo County Urban County Program

Name of Firm: Millennium Engineering Group

Date of Evaluation: _____

Evaluator's Name: JUAN CEDILLO, City Manager

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>

1. Professional Qualifications of Team	20	<u>13</u>

Comments/Rationale for Points: WIDE VARIETY OF CERTIFICATIONS

2. Experience of Project Team	25	<u>22</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Over 10 years experience primarily in
water/wastewater projects

3. Experience/Availability of Project Manager	20	<u>18</u>

Comments/Rationale for Points: WIDE RANGE OF EXPERIENCE WITH ALL
ASPECTS OF THE PROJECT AND KNOWLEDGE

4. Understanding of Project	25	<u>20</u>

Comments/Rationale for Points: MORE FAMILIAR TO THE PROJECT SPECIFICATIONS
SPECIFIC

5. Familiarity with Applicable Rules and Regulations	10	<u>7</u>

Comments/Rationale for Points: LOCAL FIELD EXPERIENCE WITH LOCAL CODES

Total Score	<u>65</u>

HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Year 16 Water/Sewer Imp. (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: Millennium Engineers Group

Date of Evaluation: MAY 22, 2009

Evaluator's Name: Tony BARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>

1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: Team has good qualifications

2. Experience of Project Team	25	<u>24</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team (2 ENGINEERS) has over 40 yrs. experience - other members of team do not have too much experience or certifications

3. Experience/Availability of Project Manager	20	<u>19</u>

Comments/Rationale for Points: Manager could be available but might have problems handling several projects at once.

4. Understanding of Project	25	<u>24</u>

Comments/Rationale for Points: have enough experience

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: Should have no difficulty understanding for familiarity with Rules and Regulations

Total Score

94 95 ggy

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES**

Project Description: Year 16 Water/Sewer Imp. (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: Millennium Engineers Group

Date of Evaluation: May 13, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: Various projects have been outlined on SOQ that are related to Geo-Technical services as required for this project

2. Experience of Project Team	25	<u>25</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Project engineer has the experience and team with related projects completed in Hidalgo County as identified on page 18-20 of their SOQ

3. Experience/Availability of Project Manager	20	<u>20</u>

Comments/Rationale for Points: Over 20 years of experience with related geo-technical studies; page 13 of SOQ

4. Understanding of Project	25	<u>25</u>

Comments/Rationale for Points: SOQ outlines their understanding of project on pg. 4 and also identifies their strengths for related project

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: Prior work with Hidalgo County attests to familiarity with rules & regulations as required for compliance with related projects.

Total Score	<u>100</u>

HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Year 16 w/s Emp (Linhoff - Lab)

Department: Hidalgo County Urban County Program

Name of Firm: L & D Engineering Laboratory

Date of Evaluation: _____

Evaluator's Name: JUAN CEDILLO, City Manager

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>

1. Professional Qualifications of Team	20	<u>15</u>

Comments/Rationale for Points: MAJORITY OF EXPERIENCE WITH PROJECT
EXPERIENCE & SKILL OF STAFF ON PROJECT TEAM

2. Experience of Project Team	25	<u>19</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: EXPERIENCE PROJECTS IN PROJECT MANAGEMENT
TECHNICAL BUILDING

3. Experience/Availability of Project Manager	20	<u>17</u>

Comments/Rationale for Points: EXPERIENCE WITH PROJECT MANAGEMENT
TECHNICAL

4. Understanding of Project	25	<u>20</u>

Comments/Rationale for Points: EXPERIENCE WITH PROJECT MANAGEMENT
TECHNICAL BUILDING

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>

Comments/Rationale for Points: CONCERNED ABOUT FAMILIARITY WITH REGULATIONS
APPLICABLE TO THIS PROJECT DUE TO LACK OF INFO

Total Score 76

HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Year 16 Water/Sewer Imp. (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: May 22, 2009

Evaluator's Name: Tony Barco - UCP

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>
Comments/Rationale for Points: <u>Team of (2) Engineers has extensive Experience</u>		
2. Experience of Project Team	25	<u>~~24~~ 25</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: <u>Team has overwhelming experience in different facets of Testing</u>		
3. Experience/Availability of Project Manager	20	<u>20</u>
Comments/Rationale for Points: <u>Se Manager should have the experience and avail himself to any project undertaken by firm</u>		
4. Understanding of Project	25	<u>24</u>
Comments/Rationale for Points: <u>Firm should not have any problems understanding any project undertaken by firm</u>		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: <u>Firm has the experience and knowledge of Applicable Rules and Regulations</u>		
Total Score		<u>98</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES**

Project Description: Year 16 Water/Sewer Imp. (Imhoff-Lab)

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: May 13, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: Professional qualifications are stronger towards transportation (i.e. street, bridges); however engineer is on board for civil engineering for related projects

2. Experience of Project Team	25	<u>20</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: SOQ is favorable towards streets, ROW Purchases, bridges etc. under construction contract & mgmt which provides special services under (pg.-3); however under Section III there is no reference for project team and/or reference of geo-technical engineer.

3. Experience/Availability of Project Manager	20	<u>20</u>

Comments/Rationale for Points: As per section III of SOQ I was unable to reference experience/project manager for Yara M. Corbitt P.E. and for David Saenz P.E.; under geo-technical & Bridge Design; I could only reference Mr. Reza Badiozzamani P.E. criteria indicate experience with related project.

4. Understanding of Project	25	<u>20</u>

Comments/Rationale for Points: Section I (Pg. 3) outlines knowledge of geo-technical testing's; however other areas of the SOQ does reflect this as their strongest area of expertise for proposed project.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: Under Appendix "A" of their SOQ knowledge of geo-technical is evident for civil, transportation engineering & design; however in my opinion not their strongest for this project.

Total Score	<u>90</u>



CITY OF ELSA

April 28, 2009

c/o Lupita V. Garcia
Antonio Barco
CD-BG Manager
Hidalgo County Urban Program
1916 Tesoro Blvd.
Parr, Texas 78577

**RE: Testing Services
City of Elsa - Year 16
Wastewater Treatment Plant Improvements**

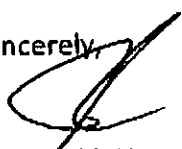
Dear Mr. Barco:

Enclosed please the Scoring/Evaluation Sheet on the following three Testing Services:

1)	Terracon Consultants, Inc.	92
2)	Millennium Engineering Group	85
3)	L & G Engineers Lab, LLC	76

If you require additional information, please feel free to contact my office.

Sincerely,


JUAN CEDILLO
City Manager

Enclosure

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

AI-15880

14.A.

**Appointment of Deputy Constables as per local government code 86.011
CC REGULAR**

Date: 06/15/2009
Submitted By: Blanca Sanchez, CONSTABLE PCT. #1
Submitted For: Blanca Sanchez
Department: CONSTABLE PCT. #1
Agenda Category: Constables

Information

CAPTION

Constable Pct. #1:

1. Appointment of Deputy Constables as per Texas Local Government Code Section 86.011.
2. Appointment of Reserve Deputy Constables as per Texas Local Government Code Section 86.012.

BACKGROUND

Raul Lozano Jr. & Esteban Garcia Jr.
Reserve Deputy Constable Oscar Montoya

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required. rc

Attachments

Link: Local govt. code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/05/2009 02:35 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/09/2009 08:49 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Blanca Sanchez
Started On: 06/05/2009 11:09 AM
Final Approval Date: 06/12/2009

citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it

necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of \$2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section ~~24.005~~, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the

AI-15992

14.B.

**Appointment of Deputy Constable as per Texas Local Government Code
Section 86.011
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Constables

Information

CAPTION

Constable Pct. #2:
Appointment of Deputy Constable as per Texas Local Government Code Section 86.011

BACKGROUND

Robert Perez

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 09:19 AM	APRV
2	Rosalinda Cantu		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/12/2009 08:46 AM	
Final Approval Date: 06/12/2009				

AI-15936

14.C.

Interlocal Agreement La Joya I.S.D.

CC REGULAR

Date: 06/15/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: Constables

Information

CAPTION

Constable Pct. #3:
Request approval to accept ammended interlocal agreement between Hidalgo County and the La Joya Independent School District in relation to the Constable Precinct No. 3 Stop Truancy Program for 2009 - 2010 school year .

BACKGROUND

Changes were made to the wording in Paragraph five on page one as per the request from the Mr. Jaime Flores from the La Joya Independent School District. Ammended interlocal reviewed and approved by legal.

Ref: CC 05/26/09 / AI 15664/ 12.A.

CC 06/02/09 / AI 15686/ 24.E.2

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1285-421-00-293-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding and interlocals previously approved,funding has been previously appropriated. Revision has no budgetary impact on county match/funding.

REF: CC 05/26/09 / AI 15664/ 12.A.

CC 06/02/09 / AI 15686/ 24.E.2

Attachments

Link: [Ammended interlocal](#)

Link: [e-mail](#)

Link: [previously approved interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 08:50 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/11/2009 11:28 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Rachel Cavazos

Started On: 06/10/2009 08:18
AM

Final Approval Date: 06/12/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2009, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to assist the La Joya Independent School District personnel with enforcing the Compulsory School Attendance Law and truancy statutes in order to maximize student attendance;

WHEREAS, the parties hereto are each responsible for a match of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) as consideration to

the County for the continued implementation of the Project at the District.

3. County shall fund the amount of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) for its one-half share of the Project.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.
5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.
6. **Term.** The period of performance of this Agreement shall commence on September 1, 2009 and terminate on August 31, 2010. Either party shall have to the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
8. **Conflict of 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 and provision of their 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.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
11. **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.

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

If to District: La Joya Independent School District
Attention: Dr. Alda Benavides, Superintendent
201 E. Expressway 83
La Joya, Texas 78560

If to County: Hidalgo County, Texas
Attention: J.D. Salinas, III , County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
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 United States mail.

9. **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.
10. **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.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
16. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

**LA JOYA INDEPENDENT
SCHOOL DISTRICT**

Johnn Valente Alaniz, President, Board of
Trustees

ATTEST:

, Secretary, Board of Trustees

HIDALGO COUNTY

J.D. Salinas, III , County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

rosalinda

From: Raquel [raquel.ramos@co.hidalgo.tx.us]
Sent: Thursday, June 11, 2009 11:48 AM
To: 'rosalinda'
Subject: FW: Agreement

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 10, 2009 1:10 PM
To: Raquel Ramos
Subject: Agreement

Ms. Ramos,

As per Mr. Crain, the Interlocal Agreement with La Joya is fine.

Thanks,
Marynel Trevino, Secretary for

Stephen L. Crain
ATLAS & HALL, LLP
818 Pecan Boulevard
P. O. Box 3725
McAllen, Texas 78501-3725
Telephone no. (956) 682-5501
Facsimile no. (956) 686-6109

6/11/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2009, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Thirty Thousand Eight

Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) as consideration to the County for the continued implementation of the Project at the District.

3. County shall fund the amount of Thirty Thousand Eight Hundred and Forty Five and 03/100ths Dollars (\$30,845.03) for its one-half share of the Project.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.
5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.
6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2010 Spring semester.
7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
8. **Conflict of 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 and provision of their 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.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
11. **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.

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

If to District: La Joya Independent School District
Attention: Dr. Alda Benavides, Superintendent
201 E. Expressway 83
La Joya, Texas 78560

If to County: Hidalgo County, Texas
Attention: J.D. Salinas, III , County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
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 United States mail.

9. **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.
10. **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.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
16. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

**LA JOYA INDEPENDENT
SCHOOL DISTRICT**

Johnn Valente Alaniz, President, Board of
Trustees

ATTEST:

, Secretary, Board of Trustees

HIDALGO COUNTY

J.D. Salinas, III , County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-15922

15.A.

**City of Laredo Weir Project
CC REGULAR**

Date: 06/15/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action regarding the City of Laredo's Weir Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
No fiscal impact.

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 02:14 PM	APRV
2	Roland Garcia	Rolando Garcia	06/11/2009 08:25 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Erika Reyna
Started On: 06/09/2009 01:53 PM
Final Approval Date: 06/12/2009

AI-15996

15.B.

**Appt. to Regional Water Authority
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

Appointment or Re-appointment of member to the Regional Water Authority Board

BACKGROUND

Jim Darling is current member

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 09:21 AM	APRV
2	Roland Garcia		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/12/2009 09:03 AM	
Final Approval Date: 06/12/2009				

AI-15961

16.A.

**Approval of claim - Sign Language Interpreters, LLC
CC REGULAR**

Date: 06/15/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Rachel Segura

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of claim/invoice #14079 in the amount of \$225.00 from Sign Language Interpreters, LLC for interpreting services, with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-412-00-024-001-0-831

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds of \$225.00 available as of 06/11/09.

Attachments

Link: [invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 03:52 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/11/2009 01:26 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Angela Garcia
Started On: 06/10/2009 03:41 PM
Final Approval Date: 06/12/2009

Sign Language Interpreters, LLC

**d/b/a A Sign Language Company
2708-C N. 10th Street, PMB 266
McAllen, TX 78501**

Invoice

Invoice #: 14079**Invoice Date:** 4/27/2009

Due Date: 4/27/2009

Terms:

Project:

P.O. No.:

Bill To:

Hidalgo County Court #4
Judge Cantu 3rd Floor
100 N. Closser
Edinburg, Texas 78541

Description	Hrs/Qty	Rate	Amount
Interpreting Services Provided by Raquel Taylor - RID Certified - on 3/26/09 for Ramiro Gomez	1	225.00	225.00
		Total	\$225.00
Thank you for your business if you have any questions please call Vanessa Flores at 956-383-4482 Please Note: A finance charge of 1.5% per month will be applied to all past due invoices. Any changes to the billing address must be submitted in writing to A Sign Language Co. Thank you for your prompt payment.		Payments/Credits	\$0.00
		Balance Due	\$225.00

AI-15957

17.A.

**Tyler Technologies Claim
CC REGULAR**

Date: 06/15/2009
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2
Agenda Category: Budget and Management

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment to Tyler Technologies for invoice no. 59624 in the amount of \$370.29 after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

BACKGROUND

Vendor: Tyler Technologies
Invoice No. 59624
Invoice Date:03/31/2006
Amount: \$370.29
This bill is from the prior court administration.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-068-001-0-550
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$1,033.25 available balance as of 06/11/09. rc

Attachments

Link: Tyler Technologies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 03:49 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/11/2009 11:09 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Robert Leal Started On: 06/10/2009 03:06 PM
Final Approval Date: 06/12/2009

**Remittance:**

Tyler Technologies, Inc.
P.O. Box 678184
Dallas, TX 75267-8184

Questions:

6500 International Parkway
Plano, Tx 75093
Phone: 972-713-3770

INVOICE NO	PAGE
59624	1
INVOICE DATE	
03/31/2006	

BILL TO

Hidalgo County JP #4-2
1212 South 25th Street
Edinburg, TX 78539

SHIP TO

Hidalgo County JP #4-2
1212 South 25th Street
Edinburg, TX 78539

ORDER NO.	CUSTOMER NO.	PURCHASE ORD NO.	SHIP VIA	TERMS		
38,909.00-0.00	1353		MISC	Due in 30 days		
QUANTITY	DESCRIPTION		UNIT PRICE	UM	NET PRICE	
3.00	3 Part Small County Receipts - 2,000 per box		116.00	EA	\$ 348.00	
1.00	Freight		22.29	EA	\$ 22.29	
INVOICE RECEIVED BY: Special Services RECEIVED BY: on 5/31/09						
COMMENTS:			SALE AMOUNT		370.29	
			DELIVERY/HANDLING		0.00	
			SALES TAX		0.00	
			TOTAL		\$ 370.29	

AI-15897

18.A.

Election Leasing and Contract Fees
CC REGULAR

Date: 06/15/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Yvonne Ramon
Department: BUDGET & MANAGEMENT
Agenda Category: Elections Administration

Information

CAPTION

Discussion, consideration, and approval to increase the fees for leasing and contracting of Hidalgo County Elections Services with various cities and entities.

BACKGROUND

Feedback from cities/entities will be discussed in court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [May Full Contract estimate](#)
Link: [May Leasing estimate](#)
Link: [Nov Joint Election Estimate](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 10:10 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/10/2009 01:46 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Rolando Garcia
Started On: 06/08/2009 04:16 PM
Final Approval Date: 06/12/2009

2009 Hidalgo County Elections Contract Estimate Calculator

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

May Full Contract Election:	15,045 Registered Voters				
Programming Services for iVotronic	Old Charge	Old Charge	New Charge	New Charge	Increase
Base Charge per Equipment Type	\$50.00	\$50.00	\$150.00	\$150.00	
Delivery/Pick-up Fee	\$0.00	\$0.00	\$50.00	\$50.00	
Delivery/Pick-up Fee=100.00 Per Truck + .15 Per Mile + Fuel Costs (Shared Cost)					
Heading/Sub-Heading/Sub-Heading	\$0.00	\$0.00	\$10.00	\$30.00	
3 Candidates	\$0.00	\$0.00	\$10.00	\$30.00	
3 Polling Locations	\$0.00	\$0.00	\$100.00	\$300.00	
9 iVotronic	\$100.00	\$900.00	\$200.00	\$1,800.00	
Total iVotronic Coding Charges	\$150.00	\$950.00	\$520.00	\$2,360.00	\$1,410.00
Electronic Poll Book	Old Charge	Old Charge	New Charge	New Charge	Difference
Voter Registration Database (9 Days)	\$0.00	\$0.00	\$100.00	\$900.00	
Laptop Rentals (2 Laptops)	\$0.00	\$0.00	\$150.00	\$300.00	
Printer Labels (836 Votes)	\$0.00	\$0.00	\$0.02	\$16.72	
3 Polling Locations	\$0.00	\$0.00	\$20.00	\$60.00	
Magnetic Card Swiper	\$0.00	\$0.00	\$0.00	\$0.00	
Bar Code Scanner	\$0.00	\$0.00	\$0.00	\$0.00	
Dymo Printer	\$0.00	\$0.00	\$0.00	\$0.00	
Total Electronic Poll Book Charges	\$0.00	\$0.00	\$270.02	\$1,276.72	\$1,276.72
Mail in Ballots Supplies	Old Charge	Old Charge	New Charge	New Charge	Difference
Envelopes for Mail-in-Ballots (4 envelopes)	\$2.00	\$0.00	\$2.00	\$0.00	
Postage Mail-in-Ballots (per request)	\$0.61	\$0.00	\$0.61	\$0.00	
Paper Ballots for main-in-ballots (per request)	\$0.08	\$0.00	\$0.08	\$0.00	
Mail-in-Ballot applications	\$0.00	\$0.00	\$0.25	\$0.00	
Total Mail-in Ballot Supplies Charges	\$2.69	\$0.00	\$2.94	\$0.00	\$0.25
Poll Book	Old Charge	Old Charge	New Charge	New Charge	
Cost of 3 Poll Books	\$0.00	\$0.00	\$225.69	\$225.69	
Price = Total Registered Voters/20(Voters Per Sheet) *.10 (Price Per Sheet)* the number of poll book sets					
Total Poll Book Charges	\$0.00	\$0.00	\$225.69	\$225.69	\$225.69
Payroll/Training	Old Charge		New Charge		Total
11 Eleciton Workers	\$3,633.88		\$3,633.88		
Total Training Charges	\$3,633.88		\$3,633.88		\$3,633.88
Advertisements/Notices	Old Charge		New Charge		
The Monitor newspaper	\$1,051.06		\$1,051.06		
Local newspaper	\$0.00		\$0.00		
Total Advertisement Charges	\$1,051.06		\$1,051.06		\$1,051.06
Supplies	Old Charge	Old Charge	New Charge	New Charge	Total
46 Early Voting Combination Forms	\$0.55	\$25.30	\$0.55	\$25.30	
1 Election Judge Kit for Early Voting	\$35.00	\$35.00	\$35.00	\$35.00	
2 Election Judge Kits for Election Day	\$35.00	\$70.00	\$35.00	\$70.00	
Provisional Bags	\$0.00	\$0.00	\$0.00	\$0.00	
Table top	\$0.00	\$0.00	\$0.00	\$0.00	
Ballot Box(s)	\$0.00	\$0.00	\$0.00	\$0.00	
Cage Kit (flags, wires, tape, surge protector, headphones, iVo printer)	\$0.00	\$0.00	\$0.00	\$0.00	
Polling Location Maps	\$0.00	\$0.00	\$0.00	\$0.00	
Custom Signs	\$0.00	\$0.00	\$0.00	\$0.00	
Sample Ballots	\$0.00	\$0.00	\$0.00	\$0.00	
Total Charges for Supplies	\$70.55	\$130.30	\$70.55	\$130.30	\$130.30
Polling Location Rental Fees	Old Charge		New Charge		Total
	\$0.00		\$0.00		
Total Charges for Rental Fees	\$0.00		\$0.00		\$0.00
Ballot Board	Old Charge		New Charge		Total
Ballot Board (1 Judge, 2 Clerks)	\$40.90		\$40.90		
Total Charges for Rental Fees	\$40.90		\$40.90		\$40.90
Insurance	Old Charge		New Charge		Total
Liabilty insurance for 1 Early Voting Supervisors	\$1.44		\$1.44		
(hourly rate X workers X hrs worked X 0.02)					
Liabilty insurance for 3 Early Voting Clerks	\$11.57		\$11.57		
(hourly rate X workers X hrs worked X 0.02)					
Liabilty insurance for 2 Election Day Presiding Judges	\$0.93		0.93		
(hourly rate X workers X hrs worked X 0.02)					
Liabilty insurance for 5 Election Day Alternate/Clerks	\$5.14		5.14		
(hourly rate X workers X hrs worked X 0.02)					
Total Charges for Insurance	\$19.08		\$19.08		\$19.08
Opitonal Security	Old Charge		New Charge		Total
	\$0.00		\$0.00		
Total Charges for Optional Security	\$0.00		\$0.00		\$0.00
Optional Accommodations*	Old Charge		New Charge		Total
Bottled Water	\$0.00		\$0.00		
Snacks	\$0.00		\$0.00		
Total Charges for Optional Accommodations	\$0.00		\$0.00		
Cell Phones	Old Charge		New Charge		Total
2 Cell Phones	\$72.52		\$72.52		
Total Charges for Cell Phones	\$72.52		\$72.52		\$72.52

Old Charge	\$5,897.74
Administrative Fee 10 %	\$589.77
Total Old Charge	\$6,487.51
New Charge	\$8,810.15
Administrative Fee 10 %	\$881.02
Total New Charge	\$9,691.17



2009 Hidalgo County Elections Leasing Estimate Calculator

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

May Leasing Election:		15,045 Registered Voters				
Programming Services for iVotronic		Old Charge	Old Charge	New Charge	New Charge	Increase
Base Charge per Equipment Type		\$50.00	\$50.00	\$150.00	\$150.00	
Delivery/Pick-up Fee		\$0.00	\$0.00	\$50.00	\$50.00	
Delivery/Pick-up Fee=100.00 Per Truck + .15 Per Mile + Fuel Costs (Shared Cost)						
Heading/Sub-Heading/Sub-Heading		\$0.00	\$0.00	\$10.00	\$30.00	
3 Candidates		\$0.00	\$0.00	\$10.00	\$30.00	
3 Polling Locations		\$0.00	\$0.00	\$100.00	\$300.00	
9 iVotronic		\$100.00	\$900.00	\$200.00	\$1,800.00	
Total iVotronic Coding Charges		\$150.00	\$950.00	\$520.00	\$2,360.00	\$1,410.00
Electronic Poll Book Option		Old Charge		New Charge		Difference
Voter Registration Database (Per Day)		\$0.00		\$150.00		\$150.00
Per Polling Location Charge		\$0.00		\$20.00		\$20.00
Option includes a cd with the original combination form file						
Total Electronic Poll Book Option Charges						\$170.00
Poll Book Options		Old Charge		New Charge		Increase
Free digital copy for self printing		\$0.00		\$0.00		\$0.00
or						
Include Printing of Poll Books		\$0.00		\$225.69		\$225.69
Price = Total Registered Voters/20 (Voters Per Sheet) * .10 (Price Per Sheet) * the number of Poll Book sets						
Total Charge for Poll Books						\$225.69
Training Options		Old Charge		New Charge		Difference
iVotronic scheduled trainings		\$0.00		\$0.00		\$0.00
or						
On-site non-scheduled iVotronic training (2 Trainers)		\$0.00		\$100.00		\$100.00
or						
Off-site non-scheduled iVotronic training		\$0.00		\$100.00		\$100.00
Off-site per person charge		\$0.00		\$10.00		\$10.00
Total Charges for Training						\$210.00
Optional Supplies		Old Charge		New Charge		Difference
Provisional Bags		\$0.00		\$2.00		\$2.00
Small Ballot Boxes		\$0.00		\$5.00		\$5.00
Large Ballot Boxes		\$0.00		\$10.00		\$10.00
Seals (Per 10 Pack)		\$0.00		\$1.79		\$1.79
Combination Forms (Pack of 10)		\$0.00		\$2.00		\$2.00
Table Top Booths (For Provisional Ballots)		\$0.00		\$2.00		\$2.00
Polling Location Map		\$0.00		\$17.00		\$17.00
Total Supplies Charge						\$39.79

Old Charge	\$950.00
Total Old Charge	\$950.00
New Charge	\$2,585.69
10% Administrative Fee	\$258.57
Total New Charge	\$2,844.26

				
2009 Hidalgo County Elections Contract Estimate Calculator				
PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY. PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE. PRICES ARE DIVIDED BETWEEN X ENTITIES.				
Election:		November		
Programming Services for iVotronic		Price	Quantity	Total
1	Base Charge per Equipment Type	\$150.00	1	\$150.00
2	Delivery/Pick-up Fee	\$50.00	1	\$50.00
Delivery/Pick-up Fee=100.00 Per Truck + .15 Per Mile + Fuel Costs (Shared Cost)				
3	Audio Files (Per Contest/Office/Proposition/Question File)	\$10.00		\$0.00
4	Audio Files (Per Candidate/Answer)	\$10.00		\$0.00
5	Polling Locations	\$100.00		\$0.00
6	iVotronic Voting Machines	\$200.00		\$0.00
Total iVotronic Coding Charges				\$200.00
Electronic Poll Book		Price	Quantity	Total
7	Voter Registration Database (Per Day)	\$100.00		\$0.00
8	Laptop Rentals (notebook, insurance, delivery fee)	\$150.00	per location	\$0.00
9	Printer Labels (per vote)	\$0.02		\$0.00
10	Per Polling Location	\$20.00		\$0.00
11	Magnetic Card Swiper	\$0.00		\$0.00
12	Bar Code Scanner	\$0.00		\$0.00
13	Dymo Printer	\$0.00		\$0.00
Total Electronic Poll Book Charges				\$0.00
Mail in Ballots Supplies		Price	Quantity	
14	Envelopes for Mail-in-Ballots (4 envelopes)	\$0.50		\$0.00
15	Postage Mail-in-Ballots (per request)	\$0.61		\$0.00
16	Paper Ballots for Mail-in-Ballots (per request)	\$0.08		\$0.00
17	Mail-in-Ballot applications	\$0.25		\$0.00
Total Mail-in Ballot Supplies Charges				\$0.00
Poll Book		Price	Quantity	
18	Cost of Poll Books			\$0.00
Price = Total Registered Voters/20(Voters Per Sheet) * .10 (Price Per Sheet)* the number of poll book sets				
Total Poll Book Charges				\$0.00
Advertisements/Notices		Price	yes/no	
19	The Monitor newspaper			\$0.00
20	Local newspaper	TBD		
Total Advertisement Charges				\$0.00
Training		Workers	Price	Hour
21	iVotronic scheduled trainings (Per person, per hour)		\$7.00	
Total Training Charges				\$0.00
Supplies		Price	Quantity	Total
22	Early Voting Combination Forms	\$0.55		\$0.00
23	Election Day Combination Forms	\$0.55		\$0.00
24	Election Judge Kit for Early Voting	\$35.00		\$0.00
25	Election Judge Kit for Election Day	\$35.00		\$0.00
26	Provisional Bags	\$0.00		\$0.00
27	Table top	\$0.00		\$0.00
28	Ballot Box(s)	\$0.00		\$0.00
29	Cage Kit (flags, wires, tape, surge protector, headphones, iVo printer)	\$0.00		\$0.00
30	Polling Location Maps	\$0.00		\$0.00
31	Custom Signs	\$0.00		\$0.00
32	Sample Ballots	\$0.00		\$0.00
Total Charges for Supplies				\$0.00
Polling Location Rental Fees		Price	Quantity	Total
33				\$0.00
Total Charges for Rental Fees				\$0.00
Payroll for Election Workers		Price		Total
34	Payroll for Early Voting Employees			\$0.00
35	Payroll for Election Day Employees			\$0.00
Total Charges Payroll				\$0.00
Ballot Board		Price	Quantity	Total
36	Ballot Board (Other Entities)			\$0.00
Total Charges for the Ballot Board				\$0.00
Insurance		Hourly rate	Workers	Hours wrk
37	Liability insurance for Early Vote Supervisors	\$ 9.00		
(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
38	Liability insurance for Early Vote Clerks	\$ 8.00		
(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
39	Liability insurance for Election Day Presiding Judges	\$ 9.00		
(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
40	Liability insurance for Election Day Alternate/Clerks	\$ 8.00		
(hourly rate X workers X hrs worked X 0.02/2 for shared cost)				
Total Charges for Insurance				\$0.00
Opitonal Security		Hourly rate	Workers	Hours wrk
41				\$0.00
Total Charges for Optional Security				\$0.00
Optional Accommodations*		Price	Quantity	Total
42	Bottled Water	TBD		\$0.00
43	Snacks	TBD		\$0.00
Total Charges for Optional Accommodations				\$0.00
Cell Phones		Price	Quantity	Total
44	AT&T Wireless phone	\$36.26		\$0.00
Total Charges for Cell Phones				\$0.00
45	Subtotal			\$200.00
46	Administrative Fees (10%)			\$20.00
47	ESTIMATED GRAND TOTAL			\$220.00

AI-15945**18.B.****Request to pay invoices/claims - Elections
CC REGULAR**

Date: 06/15/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Yvonne Ramon
Department: BUDGET & MANAGEMENT
Agenda Category: Elections Administration

Information**CAPTION**

Presentation for discussion, consideration, acceptance and approval of the following claims/invoices with the authority for the Hidalgo County Treasurer to issue payment after it has been reviewed, audited and processing procedures have been completed by the Hidalgo County Auditor's Office.

Vendor	Inv. Date	Inv. #	Amount
ES&S	06/30/08	682270	\$18,900.00
ES&S	02/06/09	708585	\$45,500.00
ES&S	04/27/09	714754	\$ 2,362.51
ES&S	04/27/09	714753	\$15,793.00
ES&S	04/30/09	715892	\$45,505.00

BACKGROUND

These are prior years invoices for software & hardware maintenance of voting machines and election day services rendered that either required invoice correction or clarification about the charges/services based on the original contract with ES&S.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

Available balance of \$18,155.51 for:
invoice 714753 - \$15,793.00
invoice 714754 - \$ 2,362.51

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-350

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

BUDGETARY IMPACT:

Available balance of \$48,000.00 for:
invoice 708585 - \$45,500.00

FISCAL YEAR: 2009

ACCT. #: 9-1283-414-00-130-016-8-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance of \$65,725.00 for:

invoice 715892 - \$45,505.00

invoice 682270 - \$18,900.00

Attachments

Link: [Inv 682270](#)

Link: [Inv 708585](#)

Link: [Inv 714754](#)

Link: [Inv 714753](#)

Link: [Inv 715892](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Roland Garcia (Originator)	Rolando Garcia	06/11/2009 02:12 PM	APRV
2		Budget & Management	Veronica Lopez	06/11/2009 02:23 PM	APRV
3		Perla Lopez	Perla Lopez	06/11/2009 03:49 PM	APRV
4		Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Rolando Garcia
Started On: 06/10/2009 10:09 AM

Final Approval Date: 06/12/2009



Election Systems & Software, Inc.
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683

INVOICE NO.	PAGE
682270	2
INVOICE DATE	
06/30/08	

BILL TO: HIDALGO COUNTY, TEXAS
 Elections Administration Bldg
 101 S. 10th Ave.

Edinburg, TX 78539

SHIP TO: HIDALGO COUNTY, TEXAS
 Elections Administration Bldg
 101 S. 10th Ave.

Edinburg, TX 78539

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	SMA 2008	NET 30 DA	757551	2148.00000	CUST. 1-
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

	Election Ref: NA agreement.		
1	Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager	10500.000000EA	10,500.00
	** PLEASE NOTE: Renewal fee is due and payable no later than 30 days prior to the beginning of the renewal period per your maintenance agreement.		
1	Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager	2625.000000EA	2,625.00

COPY

NA .00
 .00
 .00

FREIGHT DISCOUNT .00
 SHIPPING & HANDLING .00
 TOTAL 18,900.00

INVOICE NO.	ACCOUNT NO.	AMOUNT
682270	H31042	18,900.00

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

THANK YOU!



Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
708585	1
INVOICE DATE	
02/06/09	

BILL TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

SHIP TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	SO#30210-ELEC SVCS	NET 30 DA	781331	2148	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

35

Election Ref: -
ELECTION SERVICE DAYS
(See attached)

1300.000000EA

45,500.00

NOTE:

Per Voter Tabulation System & Services Agreement executed in June, 2005, 230 Election Support Service Days were included at a rate of \$1,300 per day. Credit has previously been issued for 222 of the 230 days at a rate of \$1,300 per day resulting in payment of 8 days used.

Billing reflects difference between days used and days paid.

All unutilized days under this contract have officially expired and are no longer available for future use.



TX .00
.00
.00

FREIGHT DISCOUNT .00
SHIPPING & HANDLING .00
TOTAL 45,500.00

INVOICE NO.	ACCOUNT NO.	AMOUNT
708585	H31042	45,500.00

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Hidalgo County, Texas

PROJECT MANAGEMENT

Description	Resource	Date(s) of Service	Days
phone conversation, project update, review, etc.	Jerry G Hayek	9/27/2005	1
project review and update, voting booth acceptance	Jerry G Hayek	10/5/2005	1
misc. review and update for upcoming election	Jerry G Hayek	10/6/2005	1
travel to and from Brownsville; iVo, ERM review, etc. Conference call all projects (2)	Jerry G Hayek	10/20/2005	1
update early voting, etc.	Jerry G Hayek	10/24/2005	1
misc. review, phone calls, updates, etc.	Jerry G Hayek	10/26/2005	1
project review, followup re: early voting, etc.	Jerry G Hayek	10/28/2005	1
on going project management; review of equipment, ballot & coding for 3/7, misc.	Jerry G Hayek	2/1/2006	1
accum. of time for billing purposes; misc. phone calls, emails etc.	Jerry G Hayek	4/20/2006	1

9 Total PM

TRAINING

Description	Resource	Date of Service	Days
full Unity training	Greg Cryer	9/12/05 -9/16/05	5
iVo, 650 Ops, and Train-the-Trainer	Andy Stewart	9/19/05-9/21/05	3
650, ERM, and iVo training for Mitch Haas	Training Site-Omaha	3/1/06-3/4/06	4
Full Unity w/iVim, 650 Ops, and iVo Ops	Greg Cryer	3/5/07-3/9/07	5

17 Total Trn

SITE SUPPORT

Description	Resource	Date of Service	Days
November 2005 Election	Dawn James Lee Shelton	11/8/2005	6
November 2006 Election	Stanley Durwood Markisha Taylor	11/7/2006	6
March 2008 Election	Dawn James	3/4/2008	3
November 2008 Election	Markisha Taylor	11/4/2008	2

17 Total SS

Total Election Service Days

43

Days Previously Invoiced

Inv 566981

8

Remaining Days to Invoice

35



Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

COPY

INVOICE NO.	PAGE
714754	1
INVOICE DATE	
04/27/09	

BILL TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	SMA 2008-2009 ERM	NET 90 DA	785792	2148	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

1	Coverage Date Election Ref: NA Sftwr Maint Agrmt-Unity ERM Election Reporting Manager RENEWAL PERIOD: 9/1/08 - 8/31/09	2362.510000EA	2,362.51

TX	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	2,362.51

INVOICE NO.	ACCOUNT NO.	AMOUNT
714754	H31042	2,362.51

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!



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6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

COPY

INVOICE NO.	PAGE
714753	1
INVOICE DATE	
04/27/09	

BILL TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	FMA 2008-2009	UPON RECE	785556	2148	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

Coverage Date
Election Ref: NA
RENEWAL PERIOD: 08/01/08 - 07/31/09
479 Firmware Usage Agrmt-iVotronic
15 Firmware Usage Agrmt-iVotronic

32.000000EA 15,328.00
31.000000EA 465.00

TX .00
.00
.00
FREIGHT DISCOUNT .00
SHIPPING & HANDLING .00
TOTAL 15,793.00

INVOICE NO.	ACCOUNT NO.	AMOUNT
714753	H31042	15,793.00

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!



Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
715892	1
INVOICE DATE	
04/30/09	

COPY

BILL TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	HMA 2008-2009 IVO	NET 90 DA	787281	2148	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

479	Coverage Date Election Ref: NA GOLD-HDW MAINT/SUPPORT-IVOTR RENEWAL PERIOD: 8/1/08 - 7/31/09	95.000000EA	45,505.00

TX	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	45,505.00

INVOICE NO.	ACCOUNT NO.	AMOUNT
715892	H31042	45,505.00

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

AI-15966

19.A.

**Expansion Application
CC REGULAR**

Date: 06/15/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval to Submit Head Start Expansion Application under the American Recovery and Reinvestment Act of 2009 (ARRA)

BACKGROUND

Policy Council Approval: 06.12.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Ref. The Administration of Children and Families (ACF), Office of Head Start (OHS),
The American Recovery and Reinvestment Act of 2009.

Attachments

Link: [Expansion Funding](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 07:43 AM	APRV
2	Roland Garcia	Rolando Garcia	06/11/2009 04:47 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Linda Galaviz
Started On: 06/10/2009 04:21 PM
Final Approval Date: 06/12/2009



Hidalgo County Head Start Program Memorandum

Date: June 11, 2009

To: Hidalgo County Commissioners' Court
Hidalgo County Policy Council

From: Teresa Flores, Head Start Executive Director *Teresa Flores*

Subject: Expansion Funding

The Administration for Children and Families (ACF), Office of Head Start (OHS) is soliciting applications for Head Start Expansion under the American Recovery and Reinvestment Act of 2009 (P.L. 111-5). This is made available to support an increase in the enrollment of additional children and to create new teaching and other positions in Head Start programs.

Our Community Assessment clearly documents the need to serve additional eligible families in the Head Start Program. Census information reveals that 44,182 of children 5 years and younger (53.4% of all children 5 and under) in Hidalgo County live in poverty. While other agencies, including the Hidalgo County Head Start provide services to 14,347 children, this still leaves an estimated additional 29,835 children who are under the age of 5 and living in poverty, who may be eligible to receive Head Start services under Head Start's income guidelines.

The Hidalgo County Head Start Program proposes to provide services to an additional three-hundred forty (340) three year old children and families who meet the Head Start criteria for services. This expansion will provide services at locations where the Program has historically and consistently maintained excessive large waiting lists for children that are never able to access services. Twenty (20) classrooms with seventeen (17) children enrolled in each classroom will be staffed with one teacher and one assistant teacher providing the full scope of Head Start services.

The funding process requires us to plan the implementation of the expansion in two phases, Start-Up and On-Going. In the Start-Up phase, the funding will be utilized for construction, equipment and supplies. The On-Going phase funding will be utilized to begin the hiring and training process of the additional personnel required to fully implement the expansion, and also meet any other contingent expenses.

Please review the attached proposed budget.

**Hidalgo County Head Start
Expansion 2009
Proposed Budget**

Description	Start-Up	On-Going	Total
a. Personnel (object Class 6a)			
1 Education Area Director X \$57,270		\$57,270	57,270
1 Family Services Coordinator		\$30,288	30,288
1 Bookkeeper X 28,018		\$28,018	28,018
1 Education Secretary		\$20,467	20,467
20 teachers with AA X \$27,672		\$553,440	553,440
20 assistant teachers X19,175		\$383,500	383,500
10 Support Service Asst. X 21,447		\$214,470	214,470
10 Bus Drivers X 21, 057		\$210,570	210,570
10 Bus Aides X 18,439		\$184,390	184,390
3 Custodians X 18,438 (80%)		\$55,314	55,314
Center Manager incentives		\$5,000	5,000
Total Personnel (6a)	\$0	\$1,742,727	\$1,742,727
b. Fringe Benefits (Object class 6b)			
FICA		\$108,049	\$108,049
Unemployment		\$14,116	\$14,116
Workers Compensation		\$32,921	\$32,921
Pension		\$121,991	\$121,991
Medicare		\$25,270	\$25,270
Life Insurance		\$2,079	\$2,079
Health Insurance		\$320,628	\$320,628
Total Fringe (6b)	\$0	\$625,054	\$625,054
c. Travel (Object Class 6c)			
local travel		\$10,000	10,000
Total Tavel (6c)	\$0	\$10,000	\$10,000
d. Equipment Object Class (6d)			
10 buses X \$73,000	\$730,000		730,000
Total Equipment (6d)	\$730,000	\$0	\$730,000
e. Supplies (Object Class 6e)			
Classroom supplies 20 X 9,326	\$186,520		186,520
Plygorund supplies	\$10,607		10,607
Total Supplies (6e)	\$197,127	\$0	\$197,127
g. Construction (Object Class 6g)			
20 Classrooms X \$85,436	\$1,708,720		1,708,720
Total Cionstruction (6g)	\$1,708,720	\$0	\$1,708,720
h. Other (Object Class 6h)			
Fuel			20,000
Training & Technical Assistance			20,000
Total Other (6h)	\$0	\$0	\$40,000
Grand Total	2,635,847	2,377,781	5,053,628

AI-15975

20.A.

**Acceptance of Donation from Walmart
CC REGULAR**

Date: 06/15/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Capt. A. Campos
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Sheriff's Office

Information

CAPTION

Approval to accept donation of ammunition (valued at \$328.52) from Walmart.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No Budgetary Impact.	

Attachments

Link: [email](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/11/2009 10:42 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/11/2009 09:28 AM	
Final Approval Date: 06/12/2009				

Monica Badillo

From: armando.campos [armando.campos@hidalgoso.org]
Sent: Wednesday, June 10, 2009 6:07 PM
To: monica.badillo@co.hidalgo.tx.us
Subject: walmart donation

The following items are being donated to the Hidalgo County Sheriff's Office.

		<u>Count</u>	<u>Cost</u>	<u>Qty.</u>	
Remington Dove sure shot size 6	12 ga	75	\$ 6.77	x 3	20.31
Remington Dove sure shot size 7	12 ga	25	\$ 5.97	1	5.97
Remington Dove sure shot size 7.5	12 ga	75	\$ 6.77	x 3	20.31
Remington Dove sure shot size 8	12 ga	125	\$ 6.77	x 5	33.85
CCI	22 caliber	50	\$ 6.47	1	6.47
Remington Rimfire	22 caliber	1100	\$ 13.88	x 2	27.76
Remington UMC	9mm	1000	\$ 48.97	x 4	195.88
Remington	30-06	20	\$ 17.97	1	17.97
					<u>\$328.52</u>

Captain Armando Campos
 Homeland Security/Courthouse Security Division
 Hidalgo County Sheriff's Office
 711 El Cibolo Road
 Edinburg, Texas 78541
 Office - (956)383-8114
 Fax - (956)
www.hidalgoso.org

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6/10/2009

AI-15928

21.A.

FY 2009 Local Solicitation - Justice Assistance Grant (JAG)

CC REGULAR

Date: 06/15/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Edward Byrne Memorial:

1. Authorization and approval to apply for the FY 2009 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: July 9 , 2009.
Local allocation \$126,358.00
No Co. cash match required.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1282-412-00-115-047-X-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Approval to apply for JAG FY 09 Grant. No budgetary impact.

Grant amount \$126,358.00. No Co. cash match required.

Attachments

Link: JAG FY 2009 Local Solicitation

Link: County allocation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 11:16 AM	APRV
2	Dale Kennan	Dale Kennan	06/10/2009 03:52 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Manuel Chapa Started On: 06/09/2009 04:19 PM
Final Approval Date: 06/12/2009



The [U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance](#) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2009 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2009 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html.
(See "Eligibility," page 1)

Deadline

Registration with OJP's [Grants Management System](#) is required prior to application submission. All applications are due by 8:00 p.m. e.t. on July 9, 2009.
(See "Deadline: Applications," page1)

Contact Information

For assistance with the requirements of this solicitation, contact your State Policy Advisor: www.ojp.usdoj.gov/BJA/resource/ProgramsOffice.pdf.

This application must be submitted through OJP's [Grants Management System \(GMS\)](#). For technical assistance with submitting the application, call the Grants Management System Support Hotline at 1-888-549-9901, option 3. The GMS Help Desk hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t.

Release date: May 22, 2009

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Overview of the JAG Program	1
Deadline: Registration	1
Deadline: Applications	1
Eligibility	1
JAG Program—Specific Information	1
Match Requirement	4
Performance Measures	4
How to Apply	4
What an Application Must Include:	5
Standard Form 424	
Program Narrative	
Budget and Budget Narrative	
Review Narrative	
Abstract	
Additional Requirements	6

Edward Byrne Memorial Justice Assistance Grant Program CFDA #16.738

Overview of the JAG Program

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadline: Registration

Applicants must register with the Office of Justice Programs' (OJP) Grants Management System (GMS) prior to applying.

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. e.t. on July 9, 2009.

Eligibility

Applicants are limited to units of local government appearing on the FY 2009 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or Federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States. For a listing of eligible units of local government, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html.

JAG Program—Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne

Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

Formula

The Bureau of Justice Statistics (BJS) calculates, for each *state and territory*, a minimum base allocation which, based on the statutory JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government.

States also have a variable percentage of the allocation that is required to "pass through" to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. In addition, the formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments that are entitled to at least \$10,000 awards may apply directly to BJA for local JAG funds.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or a local agency designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; and providing ongoing oversight and assistance to any subrecipients of the funds.

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the total eligible allocation. The joint application must specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag09/09JAGMOU.pdf.

Governing Body Review

The applicant agency (fiscal agent) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment

The Local JAG application must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.

Supplanting

Federal funds may be used to supplement appropriated funds, in an effort to augment program activities. However, federal funds cannot replace or supplant nonfederal funds that have been appropriated for the grant's purpose.

Award Amount

The FY 2009 JAG Allocations List indicates the amount for which each unit of local government is eligible to apply. For a listing of eligible units of local government and eligible amounts, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total of 4 years. Extensions may be granted at the discretion of the BJA Director and must be requested via GMS **no less than 30 days prior to the grant's end date**.

Trust Fund

Each unit of local government may draw down any and all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.

- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

Reporting Requirements

- Once an award is accepted, quarterly financial status reports (SF-269s), quarterly performance metrics reports, and an annual progress report must be submitted to BJA.
- For more detailed information on reporting and other JAG requirements, refer to the JAG [FAQs](#).

Match Requirement

While match is not required with the JAG Program, match is an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives.

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. New performance measures have been developed by BJA with input from criminal justice members in the field (including SAAs). Performance measures for the JAG Program can be found at: www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf.

How to Apply

Grants Management System Instructions. Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to <https://grants.ojp.usdoj.gov>. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit <http://www.ojp.gov/gmscbt/> and refer to the section entitled "External Overview: Locating & Applying for Funding Opportunities." For additional assistance, call the GMS Help Desk at 1-888-549-9901 from 7:00 a.m. to 9:00 p.m. e.t.

Note: OJP will not review any application whose attachments are in Microsoft Vista or Microsoft 2007 format. Applications submitted via GMS must be in the following word processing formats: Microsoft Word (*.doc), Microsoft Excel files (*.xlm), PDF files (*.pdf), or Text Documents (*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure the documents you are submitting are saved using "Word 97-2003 Document (*.doc)" format.

In addition, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

CFDA Number: The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.738, titled "Edward Byrne Memorial Justice Assistance Grant Program."

A DUNS number is required: The Office of Management and Budget requires that all applicants for federal funds include a DUNS (Data Universal Numeric System) number in their application. Applications without a DUNS number are incomplete. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities worldwide, including those receiving federal funds. The identifier is used for tracking purposes, to assist federal agencies with transparency of federal funding, and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at www.dunandbradstreet.com.

What an Application Must Include

Standard Form 424

Program Narrative (Attachment 1)

Applicants must submit a program narrative that generally describes the proposed program activities for the 4-year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Budget and Budget Narrative (Attachment 2)

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. A sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

Review Narrative (Attachment 3)

Applicants must include in this attachment documentation regarding the following requirements:

- Include the date that the JAG application was made available for review by the governing body. This governing body notification must occur no less than 30 days before submission to BJA.
- Include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.
- If the applicant is part of a disparate jurisdiction, include the Memorandum of Understanding (MOU), which has been executed and signed by each jurisdiction's Authorized Representative, outlining each jurisdiction's allocation and indicating which jurisdiction is serving as the applicant/fiscal agent for the joint funds.

Abstract (Attachment 4)

Applicants must provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. The abstract must not exceed a half-page, or 400-500 words.

Additional Requirements

Successful applicants selected for award must agree to comply with additional applicable requirements prior to receiving grant funding. We strongly encourage you to review the list below pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protections Regulations
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA) Compliance
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of the Chief Financial Officer [Financial Guide](#)
- Suspension or Termination of Funding
- Non-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
TX	ANDERSON COUNTY	County	*	
TX	PALESTINE CITY	Municipal	\$12,505	\$12,505
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	\$95,293	
TX	TEMPLE CITY	Municipal	\$22,517	\$117,810
TX	BEXAR COUNTY	County	\$65,098	
TX	SAN ANTONIO CITY	Municipal	\$922,496	\$987,594
TX	BOWIE COUNTY	County	\$13,218	
TX	TEXARKANA CITY	Municipal	\$58,094	\$71,312
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	\$71,311	
TX	COLLEGE STATION CITY	Municipal	\$26,395	\$97,706
TX	BROWN COUNTY	County	*	
TX	BROWNWOOD CITY	Municipal	\$12,782	\$12,782
TX	CAMERON COUNTY	County	\$27,820	
TX	BROWNSVILLE CITY	Municipal	\$104,870	
TX	HARLINGEN CITY	Municipal	\$40,246	\$172,936
TX	COLLIN COUNTY	County	*	
TX	FRISCO CITY	Municipal	\$10,368	
TX	MCKINNEY CITY	Municipal	\$29,561	
TX	PLANO CITY	Municipal	\$84,687	\$124,616
TX	COOKE COUNTY	County	*	
TX	GAINESVILLE CITY	Municipal	\$11,832	\$11,832
TX	CORYELL COUNTY	County	*	
TX	COPPERAS COVE CITY	Municipal	\$13,099	\$13,099
TX	DALLAS COUNTY	County	*	
TX	ADDISON TOWN	Municipal	\$12,901	
TX	BALCH SPRINGS CITY	Municipal	\$18,995	
TX	CARROLLTON CITY	Municipal	\$30,313	
TX	CEDAR HILL CITY	Municipal	\$13,574	
TX	DALLAS CITY	Municipal	\$1,730,743	
TX	DESOTO CITY	Municipal	\$16,186	
TX	DUNCANVILLE CITY	Municipal	\$16,304	
TX	GARLAND CITY	Municipal	\$78,909	
TX	GRAND PRAIRIE CITY	Municipal	\$61,220	
TX	IRVING CITY	Municipal	\$98,498	
TX	LANCASTER CITY	Municipal	\$21,211	
TX	MESQUITE CITY	Municipal	\$63,436	
TX	RICHARDSON CITY	Municipal	\$31,105	\$2,193,395

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
TX	DENTON COUNTY	County	\$11,199	
TX	DENTON CITY	Municipal	\$42,621	
TX	LEWISVILLE CITY	Municipal	\$23,704	\$77,524
TX	ECTOR COUNTY	County	*	
TX	ODESSA CITY	Municipal	\$68,581	\$68,581
TX	EL PASO COUNTY	County	\$25,881	
TX	EL PASO CITY	Municipal	\$301,431	
TX	SOCORRO CITY	Municipal	\$11,793	\$339,105
TX	GALVESTON COUNTY	County	\$18,837	
TX	GALVESTON CITY	Municipal	\$67,552	
TX	LA MARQUE CITY	Municipal	\$12,426	
TX	TEXAS CITY	Municipal	\$27,187	\$126,002
TX	GONZALES COUNTY	County	*	
TX	GONZALES CITY	Municipal	\$11,595	\$11,595
TX	GRAY COUNTY	County	*	
TX	PAMPA CITY	Municipal	\$14,246	\$14,246
TX	GRAYSON COUNTY	County	*	
TX	DENISON CITY	Municipal	\$11,358	
TX	SHERMAN CITY	Municipal	\$18,125	\$29,483
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	\$91,217	\$91,217
TX	HALE COUNTY	County	*	
TX	PLAINVIEW CITY	Municipal	\$10,447	\$10,447
TX	HARRIS COUNTY	County	\$839,827	
TX	HOUSTON CITY	Municipal	\$2,880,983	\$3,720,810
TX	HAYS COUNTY	County	\$10,052	
TX	SAN MARCOS CITY	Municipal	\$19,470	\$29,522
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	\$16,700	\$16,700
TX	HUNT COUNTY	County	*	
TX	GREENVILLE CITY	Municipal	\$24,971	\$24,971
TX	HUTCHINSON COUNTY	County	*	
TX	BORGER CITY	Municipal	\$10,606	\$10,606
TX	JEFFERSON COUNTY	County	*	

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
TX	BEAUMONT CITY	Municipal	\$132,887	
TX	PORT ARTHUR CITY	Municipal	\$49,031	\$181,918
TX	KLEBERG COUNTY	County	*	
TX	KINGSVILLE CITY	Municipal	\$26,514	\$26,514
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	\$24,140	\$24,140
TX	LUBBOCK COUNTY	County	\$12,109	
TX	LUBBOCK CITY	Municipal	\$251,054	\$263,163
TX	MATAGORDA COUNTY	County	*	
TX	BAY CITY	Municipal	\$28,928	\$28,928
TX	MCLENNAN COUNTY	County	\$11,714	
TX	BELLMEAD CITY	Municipal	\$15,236	
TX	WACO CITY	Municipal	\$118,166	\$145,116
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	\$44,481	\$44,481
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	\$256,634	\$256,634
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	\$197,669	\$197,669
TX	SMITH COUNTY	County	\$38,940	
TX	TYLER CITY	Municipal	\$70,797	\$109,737
TX	TARRANT COUNTY	County	\$14,009	
TX	ARLINGTON CITY	Municipal	\$304,122	
TX	BEDFORD TOWN	Municipal	\$29,799	
TX	EULESS CITY	Municipal	\$15,038	
TX	FOREST HILL CITY	Municipal	\$10,289	
TX	FORT WORTH CITY	Municipal	\$498,981	
TX	GRAPEVINE CITY	Municipal	\$10,724	
TX	HALTOM CITY	Municipal	\$20,103	
TX	HURST CITY	Municipal	\$22,794	
TX	MANSFIELD CITY	Municipal	\$11,120	
TX	NORTH RICHLAND HILLS CITY	Municipal	\$24,219	\$961,198
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	\$70,876	\$70,876
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	\$44,876	\$44,876

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
TX	TRAVIS COUNTY	County	\$34,271	
TX	AUSTIN CITY	Municipal	\$432,221	\$466,492
TX	UVALDE COUNTY	County	*	
TX	UVALDE CITY	Municipal	\$10,922	\$10,922
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	\$38,901	\$38,901
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	\$17,610	\$17,610
TX	WASHINGTON COUNTY	County	*	
TX	BRENHAM CITY	Municipal	\$10,052	\$10,052
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	\$139,813	\$139,813
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	\$71,232	\$71,232
TX	WILLACY COUNTY	County	*	
TX	RAYMONDVILLE CITY	Municipal	\$21,370	\$21,370
TX	ALICE CITY	Municipal	\$17,966	
TX	ANGELINA COUNTY	County	\$26,316	
TX	ANGLETON CITY	Municipal	\$10,962	
TX	BASTROP COUNTY	County	\$13,336	
TX	BAYTOWN CITY	Municipal	\$38,188	
TX	BRAZORIA COUNTY	County	\$10,289	
TX	CHAMBERS COUNTY	County	\$10,685	
TX	CHEROKEE COUNTY	County	\$10,843	
TX	CLEBURNE CITY	Municipal	\$18,085	
TX	COMAL COUNTY	County	\$16,660	
TX	CONROE CITY	Municipal	\$32,925	
TX	DONNA CITY	Municipal	\$10,843	
TX	EAGLE PASS CITY	Municipal	\$11,397	
TX	EDINBURG CITY	Municipal	\$38,544	
TX	ELLIS COUNTY	County	\$18,718	
TX	FORT BEND COUNTY	County	\$85,043	
TX	GUADALUPE COUNTY	County	\$13,297	
TX	HARRISON COUNTY	County	\$13,534	
TX	HENDERSON CITY	Municipal	\$14,365	
TX	HENDERSON COUNTY	County	\$28,612	
TX	HIDALGO COUNTY	County	\$126,358	
TX	HUMBLE CITY	Municipal	\$14,167	
TX	JACKSONVILLE CITY	Municipal	\$10,645	
TX	JIM WELLS COUNTY	County	\$20,895	
TX	JOHNSON COUNTY	County	\$21,884	

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
TX	KATY CITY	Municipal	\$11,437	
TX	KAUFMAN COUNTY	County	\$23,032	
TX	LIBERTY COUNTY	County	\$17,254	
TX	LUFKIN CITY	Municipal	\$24,021	
TX	MARSHALL CITY	Municipal	\$18,164	
TX	MAVERICK COUNTY	County	\$16,383	
TX	MCALLEN CITY	Municipal	\$46,538	
TX	MISSOURI CITY	Municipal	\$18,837	
TX	MONTGOMERY COUNTY	County	\$101,822	
TX	NACOGDOCHES CITY	Municipal	\$12,268	
TX	NACOGDOCHES COUNTY	County	\$12,426	
TX	NEW BRAUNFELS CITY	Municipal	\$16,304	
TX	ORANGE CITY	Municipal	\$24,100	
TX	ORANGE COUNTY	County	\$16,304	
TX	PASADENA CITY	Municipal	\$74,675	
TX	PEARLAND CITY	Municipal	\$12,861	
TX	PHARR CITY	Municipal	\$25,208	
TX	ROSENBERG CITY	Municipal	\$11,753	
TX	ROUND ROCK CITY	Municipal	\$13,336	
TX	RUSK COUNTY	County	\$11,674	
TX	SAN JUAN CITY	Municipal	\$14,009	
TX	SOUTH HOUSTON CITY	Municipal	\$13,495	
TX	STAFFORD CITY	Municipal	\$11,278	
TX	SUGAR LAND CITY	Municipal	\$12,584	
TX	TERRELL CITY	Municipal	\$18,837	
TX	VAN ZANDT COUNTY	County	\$10,368	
TX	WAXAHACHIE CITY	Municipal	\$13,257	
TX	WESLACO CITY	Municipal	\$17,135	
TX	WILLIAMSON COUNTY	County	\$20,776	
TX	WISE COUNTY	County	\$16,344	
TX	WOOD COUNTY	County	\$14,880	
Local total			\$12,823,955	
State award			\$23,066,845	
Grand total for Texas			\$35,890,800	
**Shaded allocation amounts for disparate jurisdictions appearing in the “Eligible Individual Allocation” column are suggested amounts based on what each jurisdiction would have been eligible to receive if there was no identified disparity. Disparate jurisdictions are responsible for determining individual allocations and documenting individual allocations in the MOU. Additional JAG Frequently Asked Questions can be found on the BJA JAG web page at: http://www.ojp.usdoj.gov/BJA/grant/jag.html.				

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
* Counties that have an asterisk (*) under the “Eligible Individual Allocation” column are ineligible for a direct FY 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) award from BJA. For JAG purposes, these counties remain a partner with the jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: http://www.ojp.usdoj.gov/BJA/grant/jag09/09JAGMOU.pdf.				

AI-15979

21.B.

**Energy Efficiency and Conservation Block Grants (EECBG) - Recovery Act
CC REGULAR**

Date: 06/15/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Energy Efficiency and Conservation Block Grant (EECBG):

1. Discussion, consideration, and approval of the Energy Efficiency and Conservation Block Grant (EECBG) Application with the U.S. Department of Energy.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: June 25 , 2009.
Local allocation \$3,539,500
No County cash match required.

Fiscal Impact

Attachments

Link: [application process](#)
Link: [e-mail 6-4](#)
Link: [grant allocations](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 10:13 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/11/2009 04:42 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Manuel Chapa			Started On: 06/11/2009 09:42 AM	
Final Approval Date: 06/12/2009				

FINANCIAL ASSISTANCE FUNDING OPPORTUNITY ANNOUNCEMENT



U. S. Department of Energy

National Energy Technology Laboratory

Recovery Act – Energy Efficiency and Conservation Block Grants – Formula Grants

Funding Opportunity Number: DE-FOA-0000013

Announcement Type: AMENDMENT 000003

The purpose of Amendment 000003 is to extend the application due date for State Applicants to June 25, 2009 at 8:00:00 PM Eastern Time.

CFDA Number: 81.128 Energy Efficiency and Conservation Block Grant Program (EECBG)

Issue Date:

May 11, 2009

Application Due Date:

For ALL Applicants (States, Units of local government, and Tribal organizations): This announcement will remain open until June 25, 2009 8:00:00 pm Eastern Time. Applications may be submitted at any time before the specified due date and time. Applicants are encouraged to submit their applications as soon practicable.

NOTE: REGISTRATION/SUBMISSION REQUIREMENTS

Registration Requirements

There are several one-time actions you must complete in order to submit an application in response to this Announcement (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contractor Registration (CCR), and register with FedConnect). Applicants who are not registered with CCR and FedConnect, should allow at least 10 days to complete these requirements. It is suggested that the process be started as soon as possible.

Applicants must obtain a DUNS number. DUNS website: http://www.dnb.com/US/duns_update/

Applicants must register with the CCR. CCR website: <http://www.ccr.gov/>

Applicants must register with FedConnect to submit their application. FedConnect website: www.fedconnect.net

Questions

Questions relating to the **system requirements or how an application form works** must be directed to Grants.gov at 1-800-518-4726 or **support@grants.gov**.

Questions regarding the content of the announcement must be submitted through the FedConnect portal. You must register with FedConnect to respond as an interested party to submit questions, and to view responses to questions. It is recommended that you register as soon as possible after release of the FOA to have the benefit of all responses. More information is available at <http://www.compusearch.com/products/fedconnect/fedconnect.asp>. DOE will try to respond to a question within 3 business days, unless a similar question and answer have already been posted on the website.

Questions pertaining to the **submission** of applications through FedConnect should be directed by e-mail to **support@FedConnect.net** or by phone to FedConnect Support at 800-899-6665.

Application Preparation and Submission

Applicants must download the application package, application forms and instructions from Grants.gov. Grants.gov website: <http://www.grants.gov/>
(Additional instructions are provided in Section IV A of this FOA.)

Applicants must submit their application through the FedConnect portal. FedConnect website: www.fedconnect.net (additional instructions are provided in Section IV H of this FOA).

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PART I – FUNDING OPPORTUNITY DESCRIPTION

SUMMARY

The American Recovery and Reinvestment Act of 2009, Public Law 111-5, appropriates funding for the Department of Energy (DOE) to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant (EECBG) Program. DOE's authorization for this program is set forth in Title V, Subtitle E of the Energy Independence and Security Act (EISA) of 2007.

Projects under this announcement will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009. Due to the schedule of this Funding Opportunity Announcement, this date does not impact activities in the EECBG Program. Accordingly, special consideration will be given to projects that promote and enhance the objectives of the Act, especially job creation, preservation and economic recovery, in an expeditious manner.

Be advised that special terms and conditions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Access to records by Inspectors General and the Government Accountability Office;
- Prohibition on use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;
- Ensuring that iron, steel and manufactured goods are produced in the United States;
- Ensuring wage rates are comparable to those prevailing on projects of a similar character;
- Protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general; and
- Certification and Registration.

These special terms and conditions will be based on provisions included in Titles XV and XVI of the Act. These Special Provisions are located at http://management.energy.gov/business_doe/business_forms.htm.

The Office of Management and Budget (OMB) has issued Initial Implementing Guidance for the Recovery Act. See [M-09-10, Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009](#). OMB will be issuing additional guidance concerning the Act in the near future. Applicants should consult the DOE website, www.energy.gov, the OMB website <http://www.whitehouse.gov/omb/>, and the Recovery website, www.recovery.gov regularly to keep abreast of guidance and information as it evolves.

Recipients of funding appropriated by the Act shall comply with requirements of applicable Federal, State, Tribal and local laws, regulations, DOE policy and guidance, and instructions in this announcement, unless relief has been granted by DOE. Recipients shall flow down the requirements of applicable Federal, State, Tribal and local laws, regulations DOE policy and guidance, and instructions in this announcement to subrecipients at any tier to the extent necessary to ensure the recipient's compliance with the requirements.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related OMB Guidance. Applicants for projects funded by sources other than the Recovery Act should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act. Funding provided through the Recovery Act that is supplemental to an existing grant is one-time funding.

Applicants should begin planning activities for their first tier subawardees, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR). The extent to which subawardees will be required to register in CCR will be determined by OMB at a later date.

This announcement includes program guidance on the implementation and administration of the EECBG Program.

PURPOSE

The purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to:

- reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- reduce the total energy use of the eligible entities; and
- improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

These stated purposes describe the overall intent of the EECBG Program. Entities may develop various initiatives and projects that address one or more of the purposes and each activity an entity undertakes is not required to meet all of the stated purposes. DOE encourages entities to develop many different new and innovative approaches within the framework of the legislation and the guidance to serve these purposes. However, each entity is required to use the funds in a cost-effective manner that is of maximum benefit to the population of that entity and in a manner that will yield continuous benefits over time in terms of energy and emission reductions.

The period of performance for these grants will be 36 months. In keeping with the agenda of the Recovery Act, and supporting the goal of immediate investment in the economy, entities are required to obligate/commit all funds within eighteen (18) months from the effective date of the award. In the event funds are not obligated/committed within eighteen (18) months, DOE reserves the right to deobligate the funds and cancel the award.

PROGRAM PRINCIPLES

DOE has developed the following core principles to guide entities during the program and project planning process:

- Prioritize energy efficiency and conservation first as the cheapest, cleanest, and fastest ways to meet energy demand.
- To maximize benefits over the longest possible terms, entities should look for ways to link their energy efficiency efforts to long-term priorities (especially community economic development, community stabilization and poverty reduction efforts).
- Invest funds in programs and projects that create and/or retain jobs and stimulate the economy while meeting long term energy goals.

- Target programs and projects that will provide substantial, sustainable and measurable energy savings, job creation and economic stimulus effects.
- Give priority to programs and projects that leverage federal funds with other public and private resources, including coordinated efforts involving other Federal programs targeting community development funded through the Recovery Act such as the Community Development Block Grant program, HOME, and job training programs.
- To the extent possible, develop programs and strategies that will continue beyond the funding period.
- Ensure oversight, transparency, and accountability for all program activities.
- Enact policies that transform markets, increase investments, and support program goals.
- Develop comprehensive plans that benchmark current performance and set aggressive goals.

PROGRAM OUTCOMES

The EECBG Program is a crosscutting program. There are many possible outcomes that could result from successfully implementing programs, projects and activities at the state and local level. These desired outcomes help clarify the broad purposes stated in the legislation and can assist implementation, including overall development and administration of state and local programs. They can be used to help evaluate potential programs and projects, as well as understand the factors that affect the success of different activities, programs and projects.

Desired outcomes of the EECBG Program include:

- Increased energy efficiency, reduced energy consumption and reduced energy costs through efficiency improvements in the building, transportation and other appropriate sectors;
- New jobs and increased productivity to spur economic growth and community development;
- Accelerated deployment of market-ready distributed renewable energy technologies, including wind, solar, geothermal, hydropower, biomass and hydrogen technologies;
- Improved air quality and related environmental and health indicators associated with the reduction of fossil fuel emissions;
- Improved coordination of energy-related policies and programs across jurisdictional levels of governance and with other local and community level programs in order to maximize the impact of this program on long-term local priorities;
- Increased security, resilience, and reliability of energy generation and transmission infrastructure;
- Leveraging of the resources of federal, state and local governments, utilities and utility regulators, private sector and non-profit organizations to maximize the resulting energy, economic and environmental benefits; and
- Widespread use of innovative financial mechanisms that transform markets.

ELIGIBLE ACTIVITIES

A list of eligible activities for use of program funds is contained in Sec. 544 of EISA. Additional activities may be eligible pending approval by the DOE. The activities below are therefore not an exhaustive list and should be used as a guide to the intent of the program. DOE encourages each entity to develop a strategy, including its component activities, that is likely to result in maximum energy efficiency improvements, fossil-fuel emission reductions, economic benefits and total energy use reduction.

1. Development of an Energy Efficiency and Conservation Strategy: Entities may use a grant received under this part to develop and/or implement a strategy for energy efficiency and conservation and to carry out activities to achieve the purposes of the program. All entities receiving direct formula grants from the DOE are required to submit a proposed strategy for

approval.

2. Technical Consultant Services: Entities may retain technical consultant services to assist the eligible entity in the development of such a strategy, including formulation of energy efficiency, energy conservation, and energy usage goals; identification of strategies to achieve those goals through efforts to increase energy efficiency, reduce fossil fuel emissions or reduce energy consumption through investments or by encouraging behavioral changes. Entities may develop methods to measure progress in achieving the goals. Entities may develop and publish annual reports to the population served by the eligible entity describing the strategies and goals and the progress made in achieving them during the preceding calendar year.

3. Residential and Commercial Building Energy Audits: Entities may support the conduct of residential and commercial building energy audits.

4. Financial Incentive Programs: Entities may establish financial incentive programs and mechanisms for energy efficiency improvements such as energy saving performance contracting, on-bill financing, and revolving loan funds.

5. Energy Efficiency Retrofits: Grants may be made to nonprofit organizations and governmental agencies for the purpose of retrofitting existing facilities to improve energy efficiency.

6. Energy Efficiency and Conservation Programs for Buildings and Facilities: Entities may develop and implement energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity. The range of activities includes the design and operation of the programs; the identification of the most effective methods for achieving maximum participation and efficiency rates; public education; measurement and verification protocols; and identification of energy efficient technologies.

7. Development and Implementation of Transportation Programs: Entities may develop and implement programs to conserve energy used in transportation, including but not limited to:

- Employee flex time programs;
- Promoting use of satellite work centers;
- Development and promotion of zoning guidelines or requirements that promote energy efficient development;
- Development of infrastructure such as bike lanes and pathways and pedestrian walkways;
- Synchronization of traffic signals;
- State/locals/regional integrated planning activities (i.e. transportation, housing, environmental, energy, land use) with the goal of reducing greenhouse gas emissions and vehicle miles traveled;
- Incentive programs to reduce commutes by single occupancy vehicles;
- Improvements in operational and system efficiency of the transportation system such as implementation of intelligent transportation system (ITS) strategies;
- Idle-reduction technologies and/or facilities to conserve energy, reduce harmful air pollutants, and greenhouse gas emissions from freight movement; and
- Installation of solar panels on interstate rights-of-way to conserve energy in highway operations and maintenance activities.

8. Building Codes and Inspections: Entities may develop and implement building codes and inspection services to promote building energy efficiency.

9. Energy Distribution: Entities may implement distributed energy resource technologies that

significantly increase energy efficiency, including:

- District heating and cooling systems
- Combined heat and power systems
- Cogeneration systems
- Energy Storage systems
- Absorption chillers
- Desiccant humidifiers
- Micro turbines
- Ground source heat pumps

10. Material Conservation Programs: Entities may implement activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency.

11. Reduction and Capture of Methane and Greenhouse Gases: Entities may use grant funds to purchase and implement technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar waste-related sources, such as wastewater treatment plants, operations producing food waste, dairy farms and other animal operations.

12. Traffic Signals and Street Lighting: Entities may use grant funds to replace traffic signals and street lighting with energy efficient lighting technologies, including light emitting diodes; and any other technology of equal or greater energy efficiency.

13. Renewable Energy Technologies on Government Buildings: Entities may use grant funds to develop, implement, and install on or in any government building of the eligible entity onsite renewable energy technology that generates electricity from renewable resources, including solar energy; wind energy; fuel cells; and biomass.

14. Any Other Appropriate Activity: Entities may submit any other appropriate activity for approval in the Energy Efficiency and Conservation Strategy.

METRICS

The results of the funding provided for the EECBG Program through the Recovery Act will be assessed according to the performance metrics contained in Attachment C Reporting Requirements.

STATES AND TERRITORIES: REVISION OF THE STATE ENERGY CONSERVATION PLAN

Each state shall modify the state energy conservation plan of the state under 42 U.S.C. 6322 to establish additional goals for increased energy efficiency and conservation in the state. This requirement will be accomplished when the State applicant submits their annual State Energy Program plan for 2009. More details will be set forth in the upcoming Program Year 2009 State Energy Program Funding Opportunity Announcement.

STATES AND TERRITORIES: ENERGY EFFICIENCY AND CONSERVATION STRATEGY

States and territories shall submit an Energy Efficiency and Conservation Strategy (EECS) with their application. The EECS shall address the following: 1) the process for providing subgrants to units of local government that are not eligible for population formula-based grants; and 2) include a strategy of the state for the use of funds received under the program to assist the state in achieving the goals established in EISA, in accordance with Subtitle E, Sec. 545(c)(2)(B). The format for the EECS is

contained in Attachment E.

Approval By the Secretary: The Secretary has a maximum of 120 days after receiving a proposed strategy to approve or disapprove it. If the Secretary disapproves a proposed strategy the Secretary shall provide to the state the reasons for the disapproval; and the state may revise and resubmit the proposed strategy as many times as necessary until the Secretary approves a proposed strategy.

STATES AND TERRITORIES: DISTRIBUTION OF SUBGRANTS

Each state that receives a grant under the program shall use not less than 60 percent of the amount received to provide subgrants to units of local government in the state that are not eligible for direct formula grants. The state shall provide the subgrants not later than 180 days after the date on which the Secretary approves the proposed energy efficiency and conservation strategy.

States are required to develop a sub-granting process that expeditiously allocates funding, prevents fraudulent spending, generates robust reporting, and promotes the EECBG Program principles stated above.

Washington, D.C. is explicitly defined as a state according to Section 541(6)(B) of EISA (42 U.S.C. 17151(6)(B)). Because the District of Columbia is a consolidated city-state government, it is not subject to the requirement applicable to states that not less than 60% of state funding must be subgranted to local units of government.

Hawaii, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands have no ineligible entities; these entities are exempt from having to provide subgrants.

ELIGIBLE UNITS OF LOCAL GOVERNMENTS AND INDIAN TRIBES: PROPOSED STRATEGY

Units of local government and Indian tribes must submit to the DOE a proposed Energy Efficiency and Conservation Strategy (EECS). This can be done through one of two methods: a) submit the EECS with the application utilizing the suggested format contained in Attachment D to this announcement; or b) prepare the EECS as Activity Area 1 under Attachment B1 and submit it not later than 120 days after the effective date of the award. If the latter option is chosen, the EECS shall be a comprehensive strategy that covers, at a minimum, all items detailed in Attachment D.

Approval by the Secretary: The Secretary has a maximum of 120 days after receiving a proposed strategy to approve or disapprove it. If the Secretary disapproves a proposed strategy, the Secretary shall provide to the grantee the reasons for the disapproval; and the grantee may revise and resubmit the proposed strategy as many times as necessary until the Secretary approves a proposed strategy.

EECBG FUNDING

Funding allocations for the formula-based grants are included as Attachment A to this announcement.

The statute established a number of parameters with regard to the funds made available for the EECBG program. Funds are apportioned under a series of formulas specified by EISA and formulas as determined by DOE. All funds must be obligated/committed within 18 months of the effective date of the award and expended within 36 months of the effective date of the award.

- **Set-Aside for Training and Technical Assistance Expenses:** Prior to distributing funding to grantees, DOE may deduct funds for administrative expenses to administer the EECBG Program.

STAGED DISBURSEMENT FOR EECBG AWARDS

Obligation of funds under the EECBG awards will vary based on the following: (1) the award amount, and (2) acceptance of an approved Energy Efficiency and Conservation Strategy (EECS). The EECBG staged disbursements are as follows:

- Awards up to \$250,000 – 100% of allocation will be obligated at time of award. No EECS is required prior to award, but the EECS must be submitted within 120 days.
- Awards above \$250,000 but less than \$2M – applicants may receive up to \$250,000 for development of the EECS and approved activities. If not submitted with the application, the EECS is required within 120 days of the effective date of the award. The balance of the allocation will be obligated upon DOE approval of the recipient's EECS.
- Awards above \$2M – applicants may receive up to \$250,000 at award for development of an EECS and approved activities, or 50% of the total allocation if an acceptable EECS has been submitted with the application and has been approved by DOE. The balance of funding will be obligated after one or more progress reviews in which the recipient must demonstrate that it has obligated funds appropriately, complied with reporting requirements and created jobs.

Project performance will be monitored and corrective action taken, as necessary, to ensure acceptable performance for all awards.

QUESTIONS

Specific questions relating to the application and award process should be directed to EECBG@netl.doe.gov.

For general questions regarding the EECBG Program, please contact the EERE'S Information Center at <http://www1.eere.energy.gov/informationcenter/> or call toll-free at 1-877-EERE-INFO (1-877-337-3463) between 9 a.m. and 7 p.m. EST, Monday-Friday.

PART II – AWARD INFORMATION

A. TYPE OF AWARD INSTRUMENT

- DOE anticipates awarding grants under this announcement.

B. ESTIMATED FUNDING

- The American Recovery and Reinvestment Act of 2009 appropriated funds for the EECBG Program. The amounts available for grants are as follows:
 - \$1,880,310,000 for formula grants to eligible cities and counties
 - \$767,480,000 for formula grants to states
 - \$54,836,200 for formula grants to eligible Indian tribes

The EECBG funding allocations are included as Attachment A to this announcement.

Each state is required to pass not less than 60 percent of its allocation through to cities and counties within the state that are ineligible for direct formula grants from the DOE.

C. PERIOD OF PERFORMANCE

- DOE anticipates making awards with a thirty-six (36) month period of performance. Applicants must ensure that all funds are obligated for authorized activities within eighteen (18) months.

D. TYPE OF APPLICATION

- DOE will only accept new applications under this announcement.

E. METHOD OF PAYMENT

- Payment under the resulting awards will be made as advance through the Department of Treasury's Automated Standard Application for Payment (ASAP) System
<http://www.fms.treas.gov/asap/index.html>.

PART III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

In accordance with Section 541 of EISA, only the following entities may apply for financial assistance under the EECBG Program: States, U.S. Territories, Indian tribes, and units of local governments (cities and counties and their equivalents). The DOE uses the most recent and accurate population data from the U.S. Census to determine eligibility. Specific definitions for eligibility are as follows:

STATES AND TERRITORIES

For the purposes of the EECBG Program, an “eligible state” includes the 50 United States, the District of Columbia and the following Territories of the United States: Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands.

LOCAL GOVERNMENTS

A local government is eligible for funds if the following conditions are met:

1. The government is included in the latest available Census of Governments as a currently incorporated government;
2. The government has a governance structure with an elected official and governing body;
3. The government has the authority to implement the eligible activities under this program; and
4. The government meets the population thresholds in EISA as further defined in the Federal Register.

CITIES

For the purposes of the EECBG Program, “city” includes a city-equivalent unit of local government as defined by the US Census of Governments. For example, a city-equivalent unit of local government such as a town, village or other municipality shall be considered eligible if it meets the required population thresholds. Consolidated city-county governments will be considered as cities.

Cities that are eligible for direct formula grants from the DOE are those that have a population of at least 35,000, or that are one of the 10 highest populated cities of the state in which the city is located.

In states that have incorporated eligible municipalities (villages) within the boundaries of other incorporated eligible municipalities (towns), the village population will be subtracted from the town's population.

Cities that do not meet the eligibility requirements described above for direct formula grants from DOE may be eligible for program funds through subgrants through the state in which they are located.

COUNTIES

For the purposes of the EECBG Program, “county” includes county-equivalent units of local government as defined by the US Census of Governments.

Counties are eligible for direct formula grants from the DOE if the county population is at least 200,000 or if the county is one of the 10 highest populated counties of the state in which it is located. County populations calculated for eligibility for direct formula grants from the DOE do not include the

populations of any and all cities within them that are eligible for direct formula grants from the DOE. Counties that do not meet the eligibility requirements described above for direct formula grants from the DOE may be eligible for program funds through subgrants through the state in which they are located.

A group of eligible units of local governments may choose to submit a single application provided that the application is submitted by a single eligible unit of local government representing the group. The required assurances from the duly authorized official or highest elected official representing each of the units of local government must be provided.

INDIAN TRIBES

As defined by section 541(4) of Title V, Subtitle E of EISA, "'Indian tribe' has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act." The Indian Self-Determination and Education Assistance Act states that, "'Indian tribe' means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians" (25 U.S.C. 450b).

The Tribal Allocation for the EECBG Program will be distributed among the 562 federally recognized Indian tribes, listed in *Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs* published by Department of Interior's Bureau of Indian Affairs in the **Federal Register** on April 4, 2008, 73 FR 18553; and the 12 Alaska Native regional corporations established pursuant to the Alaska Native Claims Settlement Act (33 U.S.C. 1601 *et seq.*).

All Indian tribes as defined above are eligible for direct formula grants from DOE.

A group of eligible Indian tribes may choose to submit a single application provided that the application is submitted by a single Indian tribe representing the group. The Tribal Council Resolution from each participating Tribe must be included with the application (see Part IV.C.3. for more information). Additionally, an organization (e.g., organizational unit, department, or sub-division of the Tribe), may submit an application on behalf of an eligible Tribe or group of eligible Tribes provided a Tribal Council Resolution is submitted from the Tribe(s) that authorizes the organization to apply for, receive funds, and administer the grant on behalf of the Tribe(s).

PLEASE NOTE: Only one application may be submitted by an eligible unit of local government or Indian tribe. If the unit of local government or Indian tribe intends to use Recovery Act funding to support projects performed by different parts of the eligible unit of local government or Indian tribe, the projects must be consolidated into a single application.

OFFICIAL LIST OF ELIGIBLE ENTITIES

The DOE official list of entities eligible for direct formula grants under EECBG Program is contained as Attachment A to this announcement. The updated list is dated 4/15/09. This revision did not change the allocation amounts, it only clarified entity names

B. COST SHARING

- Cost sharing is not required. However, leveraging of funds by grantees is encouraged in order to maximize the total additional energy-related benefits resulting from the program.

PART IV – APPLICATION AND SUBMISSION INFORMATION

A. ADDRESS TO REQUEST APPLICATION PACKAGE

- Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “Apply for Grants,” and then select “Download Application Package.” Enter the CFDA number of the funding opportunity number located on the cover of this announcement and then follow the prompts to save the application package. Once you have SAVED the application package and completed all the required documentation, you will submit your application via the Fedconnect portal. See Section C. below for specific instructions as to the naming of your application package. **DO NOT use the Save & Submit selection in Grants.gov.**

B. LETTER OF INTENT AND PRE-APPLICATION

1. Letter of Intent.

- Letters of Intent are not required. However, if you are an eligible entity in accordance with Section 541, Subtitle E of EISA of 2007 and DO NOT intend to apply for these funds, please submit the following message to EECBG@netl.doe.gov:

Subject: DE-FOA-0000013 - No intention of applying for funding

The following entity: [State / City, State / County, State / Indian Tribe / State] will not be applying for their formula-based funding available under the Energy Efficiency and Conservation Block Grant Program.

Please include the signature, name and contact information of the authorized individual responsible for this decision.

2. Pre-application

- Pre-applications are not required.

C. CONTENT AND FORM OF APPLICATION – SF 424

You must complete the mandatory forms and any applicable optional forms (e.g., SF-LLL-Disclosure of Lobbying Activities) in accordance with the instructions on the forms and the additional instructions below. **Files that are attached to the forms must be in Adobe Portable Document Format (PDF) unless otherwise specified in this announcement.**

IMPORTANT: Your complete application package must be saved with a **unique identification code (UIC)**. The UIC varies for each type of applicant and will be used by the DOE to help distinguish and organize the applications received under this announcement. As noted below, the UIC will also be used in the naming of certain files. The format for the UIC is as follow:

For State applicants, the UIC consists of the following:

1 (State code)

For units of local government, the UIC consists of the following:

1 (State code) – 2 (Type of Local Government) – 3 (Name of Local Government)

For Indian Tribes, the UIC consists of the following:

1 (State code) – 2 (Tribal Name)

The “State code” is the two-letter state identifier. The “type of local government” should be identified as “City” for City governments, “County” for County governments, and “Other” for other types of local governments such as boroughs, townships, and villages.

Examples of the various filename formats are shown below:

State applicant: FL-SF424.pdf

Unit of local government: OH-CITY-COLUMBUS.pdf

Indian Tribe: AZ-NAVAJO NATION.pdf

1. SF 424 - Application for Federal Assistance

Complete this form first to populate data in other forms. Complete all required fields in accordance with the instructions on the form. The list of certifications and assurances referenced in Field 21 can be found on the DOE Financial Assistance Forms Page at http://management.energy.gov/business_doe/business_forms.htm under Certifications and Assurances.

PLEASE NOTE: by signing the SF 424, Applicants are providing their written assurance that they will comply with ALL requirements set forth in the American Reinvestment and Recovery Act.

2. Project/Performance Site Location(s)

Indicate the primary site where the work will be performed. If a portion of the project will be performed at any other site(s), identify the site location(s) in the blocks provided.

Note that the Project/Performance Site Congressional District is entered in the format of the 2 digit state code followed by a dash and a 3 digit Congressional district code, for example VA-001. Hover over this field for additional instructions.

Use the Next Site button to expand the form to add additional Project/Performance Site Locations.

3. Other Attachments Form

Submit the following files with your application and attach them to the Other Attachments Form. Click on “Add Mandatory Other Attachment” to attach the Project Activity File. Click on “Add Optional Other Attachment,” to attach the other files.

- **Project Activity File - Mandatory Other Attachment**

The format for the Project Activity File is contained in Attachment B1. The project activity file must contain a brief description of each activity the Applicant will undertake with the allocated funding. Applicants may propose more than one activity and must submit one activity worksheet for each project proposed. For each activity, Applicants should identify the market sectors being served, the anticipated number of jobs to be created, the anticipated number of jobs retained, the anticipated amount of energy saved and/or renewable energy generated, the anticipated reduction in emissions, and anticipated funds to be leveraged. Applicants should also identify the overall cost of the proposed project. The budgets for all activity sheets should sum to the total allocation for the applicant. Save the information in a single file named “UIC-Project Activity.pdf,” and click

on “Add Mandatory Other Attachment” to attach.

ADMINISTRATIVE COSTS: State applicants may not use more than 10 percent of amounts provided under the program for administrative expenses (EISA Sec 545 (c)(4)). Units of local government and Indian tribes may not use more than 10 percent or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)). These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

REVOLVING LOAN FUNDS: Units of local government and Indian tribes may not use more than 20 percent or \$250,000, whichever is greater, for the establishment of revolving loan funds (EISA Sec 545 (b)(3)(B)). These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Revolving Loans.

SUBGRANTS: State applicants may not use less than 60 percent of their allocation to provide subgrants to units of local government in the State that are not eligible for direct grants (EISA Sec 545 (c)(1)(A)). Units of local government and Indian tribes may not use more than 20 percent or \$250,000, whichever is greater, for the provision of subgrants to non-governmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the applicant (EISA Sect 545 (b)(3)(C)). These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Subgrants.

- **SF 424 A Excel, Budget Information – Non-Construction Programs File**

You must provide a budget for the total project period/total allocation amount. Use the SF 424 A Excel, “Budget Information – Non Construction Programs” form on the DOE Financial Assistance Forms Page at

http://management.energy.gov/business_doe/business_forms.htm.

You may request funds under any of the Object Class Categories as long as the item and amount are necessary to perform the proposed work, meet all the criteria for allowability under the applicable Federal cost principles, and are not prohibited by the funding restrictions in this announcement (See PART IV, G). Save the information in a single file named “UIC-SF424A.xls,” and click on “Add Optional Other Attachment” to attach.

- **Budget Justification File –
For Awards Less than \$250,000**

For applications seeking \$250,000 or less, DOE intends to issue fixed obligation grants when the Applicant provides sufficient budgetary documentation for DOE to ascertain that actual project costs would be at least the amount sought in the application.

Such documentation may include:

- Competitive bids or quotes for equipment, materials and/or services.
- Catalogue pricing for equipment and/or materials.
- Published labor rates for services on a labor hour or time and materials basis.
- Audited labor rates for work performed on a cost-reimbursable basis.

Please note: In the event a fixed obligation grant is awarded, Recipients must certify in writing to the contracting officer at the end of the project that the activity was completed or the level of effort was expended, however should the activity or effort not be carried out, the recipient would be expected to make appropriate reimbursements.

For Awards Greater than \$250,000

You must justify the costs proposed in each Object Class Category/Cost Classification category (e.g., identify key persons and personnel categories and the estimated costs for each person or category; provide a list of equipment and cost of each item; identify proposed subaward/consultant work and cost of each subaward/consultant; describe purpose of proposed travel, number of travelers, and number of travel days; list general categories of supplies and amount for each category; and provide any other information you wish to support your budget). Provide the name of your cognizant/oversight agency, if you have one, and the name and phone number of the individual responsible for negotiating your indirect rates. Save the budget justification information in a single file named "UIC-Budget.pdf," and click on "Add Optional Other Attachment" to attach.

ARRA 2009 Additional Budget Justification Information

Proposals shall provide written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). For guidance on how to comply with this provision, see <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

- **Subaward Budget File(s) – Required for Awards Greater than \$250,000**
You must provide a separate budget as well as budget justification for each subaward that has an estimated cost greater than 25% of the total allocation or \$1,000,000, whichever is less. Save each Subaward budget in a separate file. Use up to 10 letters of the subawardee's name (plus .xls) as the file name (e.g., ucla.xls or energyres.xls), and click on "Add Optional Other Attachment" to attach.
- **Financial Management Assessment**
The format for the Financial Management Assessment is contained in Attachment B2.
In order to evaluate the viability of the Applicant's financial management system, the Financial Management Assessment should be completed, signed and certified by the Applicant's Financial Officer. This form should be saved in a file named "UIC-Financial Assessment.pdf" and click on "Add Optional Other Attachment" to attach.
- **EECS Strategy Format - For units of local government and Indian tribes only**
The format for the Energy Efficiency and Conservation Strategy to be used by units of local government and Indian tribes is contained in Attachment D. As detailed in Part I of this announcement, all applicants must submit an Energy Efficiency and Conservation Strategy (EECS). Units of local government and Indian tribes have the option of submitting the EECS with the application or not later than 120 days after the effective date of the award. Units of local government and Indian tribes who choose to submit the EECS at the time of application shall use the format contained in Attachment D. This form should be saved in a file named "UIC-Strategy.pdf" and click on "Add Optional Other Attachment" to attach. Units of local government and Indian tribes that do not intend to submit an EECS with their application need to submit an EECBG Activity Worksheet (Attachment B1) to reflect an activity under Area 1 (Development of the Energy Efficiency and Conservation Strategy).

When the EECS is provided after award (as Attachment D), a complete portfolio of all proposed activities to be executed under the grant shall also be provided, as well as all related budget information, including the budget justification, and related NEPA

forms (if applicable). Once these documents are received, the EECS, the activities and all related forms shall be reviewed by DOE and a subsequent Amendment to the grant shall be executed.

- **EECS Strategy - For States only**

The format for the Energy Efficiency and Conservation Strategy for use by States is contained in Attachment E. State applicants must submit the EECS at the time of applications. The EECS should address the following: 1) the process for providing subgrants to units of local government that are not eligible for population formula-based grants; and 2) include a strategy for the use of funds received under the program to assist the state in achieving the goals established in EISA, in accordance with Subtitle E, Sec. 545(c)(2)(B). The EECS should be saved in a file named "UIC-Strategy.pdf" and click on "Add Optional Other Attachment" to attach.

- **Assurances**

REQUIREMENT FOR UNITS OF LOCAL GOVERNMENT: All units of local government, such as cities, towns, municipalities, counties or other, must designate the proper authority to apply for and receive funding based on Title V, Subtitle E, Energy Efficiency and Conservation Block Grants, Sections 541(3)(A) or 541(3)(B) of EISA 2007, Public Law 110-140. The duly authorized official or highest elected official within the unit of local government, in consultation with the energy or sustainability department of that entity, if one exists, must certify the name and contact information for the part of the eligible government that is authorized to receive funds and implement the EECBG Program.

REQUIREMENT FOR TRIBAL APPLICANTS: A Tribal Council Resolution, or other evidence of the applicant's authority to submit the application on behalf of the Tribe, must be submitted as part of the application. The Tribal Council Resolution or other evidence must verify that the entity submitting the application has or has been given the authority to submit on behalf of the Tribe. If an eligible Tribe is submitting the application on behalf of a team of eligible Tribes, a Tribal Council Resolution or other evidence from each of the entities must be submitted, as stated above.

If an organization (e.g., organizational unit, department, or sub-division of the Tribe), is submitting an application on behalf of an eligible Tribe or group of eligible Tribes, the application should clearly identify the list of Tribes that have authorized the proposing organization to submit an application on their behalf.

Save each certification in a separate file named "UIC-Assurances.pdf" and click on "Add Optional Other Attachment" to attach.

3. SF-LLL Disclosure of Lobbying Activities

If applicable, complete SF- LLL. Applicability: If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the grant/cooperative agreement, you must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying."

4. NEPA

All projects receiving financial assistance from DOE must be reviewed under the National Environmental Policy Act (NEPA) of 1969 – 42 U.S.C. Section 4321 et seq.

Based on DOE's review of the list of activities that funds can be utilized for under the EECBG Program, DOE has determined that projects in support of activities 1-3, 6, 7A, 7B, 7C, 7E, 7F, 8-

10, and 12 (shown in the table in regular text) will likely be classified as categorical exclusions. Therefore, Applicants proposing projects in support of activities 1-3, 6, 7A, 7B, 7C, 7E, 7F, 8-10, and 12 are not required to submit any NEPA documentation at this time. However, DOE reserves the right to request NEPA documentation if during the review process it is determined necessary.

Applicants proposing projects in support of activities 4, 5, 7D, 11, 13, and 14 (shown in the table below in **bold text**) may also qualify for categorical exclusion status. However, this determination cannot be made without NEPA review. **Therefore, all Applicants proposing projects in support of activities 4, 5, 7D, 11, 13, and 14 must supply the environmental information contained in NETL F 451.1-1/3-EECBG contained in Attachment B3.** This form should be saved in a file named "UIC-NEPA.pdf" and click on "Add Optional Other Attachment" to attach.

Applicants must know that by proposing projects in support of activities 4, 5, 7D, 11, 13, or 14, the NEPA process could delay the award process; applicants may be restricted to use of funds for planning purposes only until the NEPA process is complete.

All project activities permitted under the EECBG Program and the corresponding required NEPA actions are reflected in the table below:

Table of NEPA Requirements by EECBG Project Activities		
ACTIVITY NUMBER	ACTIVITY DESCRIPTION	NEPA ACTION REQUIRED AT THIS TIME
1.	development and implementation of an energy efficiency and conservation strategy under section 545(b);	No further action needed at this time
2.	retaining technical consultant services to assist the eligible entity in the development of such a strategy, including— A. formulation of energy efficiency, energy conservation, and energy usage goals; B. identification of strategies to achieve those goals— (i) through efforts to increase energy efficiency and reduce energy consumption; and (ii) by encouraging behavioral changes among the population served by the eligible entity; C. development of methods to measure progress in achieving the goals; D. development and publication of annual reports to the population served by the eligible entity describing— (i) the strategies and goals; and (ii) the progress made in achieving the strategies and goals during the preceding calendar year; and E. other services to assist in the implementation of the energy efficiency and conservation strategy;	No further action needed at this time

3.	residential and commercial building energy audits;	No further action needed at this time
4.	establishment of financial incentive programs for energy efficiency improvements;	Complete NETL F 451.1-1/3-EECBG and submit with application
5.	the provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits;	Complete NETL F 451.1-1/3-EECBG and submit with application
6.	development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the eligible entity, including— A. design and operation of the programs; B. identifying the most effective methods for achieving maximum participation and efficiency rates; C. public education; D. measurement and verification protocols; and E. identification of energy efficient technologies;	No further action needed at this time
7.	development and implementation of programs to conserve energy used in transportation, including— A. use of flex time by employers; B. satellite work centers; C. development and promotion of zoning guidelines or requirements that promote energy efficient development;	No further action needed at this time
	D. development of non-highway transportation infrastructure, such as bike lanes and pathways and pedestrian walkways;	Complete NETL F 451.1-1/3-EECBG and submit with application
	E. synchronization of traffic signals; and F. other measures that increase energy efficiency and decrease energy consumption;	No further action needed at this time
8.	development and implementation of building codes and inspection services to promote building energy efficiency;	No further action needed at this time
9.	application and implementation of energy distribution technologies that significantly increase energy efficiency, including— A. distributed resources; and B. district heating and cooling systems;	No further action needed at this time
10.	activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead increases in energy efficiency;	No further action needed at this time
11.	the purchase and implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane	Complete NETL F 451.1-1/3-EECBG and submit with

	and other greenhouse gases generated by landfills or similar sources;	application
12.	replacement of traffic signals and street lighting with energy efficient lighting technologies, including— A. light emitting diodes; and B. any other technology of equal or greater energy efficiency;	No further action needed at this time
13.	development, implementation, and installation on or in any government building of the eligible entity of onsite renewable energy technology that generates electricity from renewable resources, including— A. solar energy; B. wind energy; C. fuel cells; and D. biomass; and	Complete NETL F 451.1-1/3-EECBG and submit with application
14.	any other appropriate activity, as determined by the Secretary, in consultation with— A. the Administrator of the Environmental Protection Agency; B. the Secretary of Transportation; and C. the Secretary of Housing and Urban Development.	Complete NETL F 451.1-1/3-EECBG and submit with application

Summary of Required Forms/Files

As previously noted, the complete application package must be saved with the proper **unique identification code (UIC)**. The UIC varies for each type of applicant and will be used by DOE to help distinguish and organize the applications received under this announcement. Your application must include the following documents. Please note: some of the documents are contained in the application package that Applicants will download from grants.gov. Other documents are to be created using formats attached to this announcement and others do not have an established format and are to be created in the format of the Applicants choice:

Name of Document	Location of Document	Format	File Name
Application for Federal Assistance – SF424	In grants.gov forms package	Form	N/A
Project/Performance Site Location(s)	In grants.gov forms package	Form	N/A
Other Attachments Form: Attach the following files to this form:		Form	N/A
Project Activity File**	Attachment B1	PDF	UIC-Project Activity.pdf

SF 424A File - Budget Information for Non-Construction Programs	DOE Financial Assistance Forms Page at http://management.energy.gov/business_doe/business_forms.htm .	Excel	UIC-SF424A.xls
Budget Justification File	Created by Applicant	PDF	UIC-Budget.pdf
Subaward Budget File(s) (if applicable)	Created by Applicant	Excel	See Instructions above
Financial Management Assessment	Attachment B2	PDF	UIC-Financial Assessment.pdf
EECS Strategy Format (units of local government and Indian Tribes only)	Attachment D	PDF	UIC-Strategy.pdf
EECS Strategy (states only)	Attachment E	PDF	UIC-Strategy.pdf
Assurances	Created by Applicant	PDF	UIC-Assurances.pdf
SF-LLL Disclosure of Lobbying Activities (if applicable)	In grants.gov forms package	Form	N/A
NEPA Information NETL F 451.1-1/3-EECBG	Attachment B3	PDF	UIC-NEPA.pdf

**Units of local government and Indian tribes who do not intend to submit an EECS with their application need to complete Activity 1 (Development of an Energy Efficiency and Conservation Strategy) under Attachment B1.

D. SUBMISSIONS FROM SUCCESSFUL APPLICANTS

DOE reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- Indirect cost information
- Other budget information
- Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 10 CFR 1040.5)
- Additional NEPA Information
- Applicants who will be using grant money for infrastructure investments will be required to provide the following Certification prior to award:

“With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certifies by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be

used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted."

E. SUBMISSION DATES AND TIMES

Application Due Date

For ALL Applicants (States, Units of local government, and Tribal organizations): This announcement will remain open until June 25, 2009 8:00:00 pm Eastern Time. Applications may be submitted at any time before the specified due date and time. Applicants are encouraged to submit their applications as soon practicable.

F. INTERGOVERNMENTAL REVIEW

This program is not subject to Executive Order 12372 (Intergovernmental Review of Federal Programs) and the regulations at 10 CFR Part 1005.

G. FUNDING RESTRICTIONS

Cost Principles Costs must be allowable in accordance with the applicable Federal cost principles referenced in 10 CFR part 600.

LIMITATIONS ON THE USE OF FUNDS

ALL APPLICANTS

In accordance with EISA Sec. 548(b), EECBG funds shall supplement (and not supplant) other Federal funding provided under the State Energy Program or the Weatherization Assistance Program.

STATES AND TERRITORIES

States must subgrant at least 60 percent of their allocation to units of local government in the State that are not eligible for direct grants.

State applicants may expend for payment of reasonable administrative and planning costs not more than 10 percent of amounts provided under the program including the cost of reporting.

LOCAL GOVERNMENTS AND INDIAN TRIBES

Up to 10 percent or \$75,000, whichever is greater, of grant funds may be used for administrative expenses, excluding the cost of meeting the reporting requirements of the Program.

Administrative costs are the allowable, reasonable, and allocable direct and indirect costs related to overall management of the awarded grant.

Up to 20 percent or \$250,000, whichever is greater, of the grant funds may be used for the establishment of revolving loan funds.

Up to 20 percent or \$250,000, whichever is greater, of grant funds may be used for the provision of subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

H. OTHER SUBMISSION AND REGISTRATION REQUIREMENTS

1. Where to Submit

APPLICATIONS MUST BE SUBMITTED THROUGH FEDCONNECT TO BE CONSIDERED FOR AWARD. Information regarding how to submit applications via Fed Connect can be found at

https://www.fedconnect.net/FedConnect/PublicPages/FedConnect_Ready_Set_Go.pdf

Further, it is the responsibility of the applicant, prior to the offer due date and time, to verify successful transmission.

2. Registration Requirements

There are several one-time actions you must complete prior to submitting an application through FedConnect (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contract Registry (CCR), and register in FedConnect). Please allow 10 days for completing the registration process. Registration for these systems is not controlled by the Department of Energy. Therefore, questions relating to the registration process and system requirements must be directed to the individual help centers for DUNS, CCR, and FedConnect identified on the respective web sites.

DUNS Number

If your organization does not have a DUNS number, go to the Dun & Bradstreet (D&B) online registration located at <http://fedgov.dnb.com/webform/displayHomePage.do> to receive a number free of charge or call 1-866-705-5711.

CCR Registration

The Central Contractor Registration (CCR) collects, validates, stores, and disseminates business information about the Federal Government's trading partners in support of the contract award, grants, and the electronic payment processes.

To see if your organization is already registered with CCR, check the CCR website located at <http://www.bpn.gov/ccring/scripts/search.asp>. You will be able to search CCR by using either your organization's DUNS Number or legal business name. If your organization is already registered, take note of who is listed as the organization's E-Business Point of Contact (E-Business POC). This person will be responsible for registering in FedConnect.

If your organization is not registered in CCR, go to the CCR Website at www.ccr.gov and select the "Start New Registration" option to begin the registration process. Please allow up to 7 days for processing of your registration which includes the IRS validating your Employer Identification Number (Taxpayer Identification Number or Social Security Number). The organization's E-Business POC will be designated during the CCR registrations process. A special Marketing Partner ID Number (MPIN) is established as a password to verify the E-Business POC. This MPIN is needed for the initial FedConnect Registration.

FedConnect Registration

FedConnect is a web portal that bridges the gap between agencies and vendors to streamline the process of doing business with the federal government. Through this portal, you will be able to review opportunities, submit applications and receive awards. To register with FedConnect, go to <https://www.fedconnect.net>

If you are the first person from your company to register, FedConnect will need to create a company account. This is done by the E-Business POC identified in CCR using the organization's CCR MPIN. After the initial FedConnect account is created, employees can register themselves without the MPIN.

Part V - APPLICATION REVIEW INFORMATION

A. PRELIMINARY REVIEW

Applications will initially be reviewed to determine that (1) the applicant is eligible for an award; and (2) the information required by the announcement has been submitted; (3) all mandatory requirements are satisfied; and (4) the proposed project is responsive to the objectives of the funding opportunity announcement.

B. REVIEW AND AWARD PROCESS

Applications will be reviewed to determine that the activities proposed are in accordance with Section 544 of EISA 2007. Awards will be made in accordance with the final EECBG Formula Allocations. These allocations are contained in Attachment A to this announcement.

Part VI - AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICES

Notice of Award

- An Assistance Agreement issued by the contracting officer is the authorizing award document. It normally includes either as an attachment or by reference: (1) Special Terms and Conditions; (2) Applicable program regulations, if any; (3) Application as approved by DOE/NNSA; (4) DOE assistance regulations at 10 CFR part 600, or if the award is for research and to a university or non-profit, the Research Terms and Conditions; (5) National Policy Assurances To Be Incorporated As Award Terms; (6) Budget Summary; and (7) Federal Assistance Reporting Checklist, which identifies the reporting requirements.

B. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. Administrative Requirements

The administrative requirements for DOE grants and cooperative agreements are contained in 10 CFR part 600 (See: <http://ecfr.gpoaccess.gov>) and, if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements located at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>

Recovery Act 2009 Award Administration Information

Special Provisions relating to work funded under American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 shall apply. Also, the Office of Management and Budget may be promulgating additional provisions or modifying existing provisions. Those additions and modifications will be incorporated into the Special Provisions as they become available. These Special Provisions are located at http://management.energy.gov/business_doe/business_forms.htm

2. Special Terms and Conditions and National Policy Requirements

Special Terms and Conditions and National Policy Requirements

The DOE Special Terms and Conditions for Use in Most Grants and Cooperative Agreements are located at http://management.energy.gov/business_doe/business_forms.htm. The National Policy Assurances To Be Incorporated As Award Terms are located at DOE http://management.energy.gov/business_doe/business_forms.htm.

Intellectual Property Provisions

The standard DOE financial assistance intellectual property provisions applicable to the various types of recipients are located at http://www.gc.doe.gov/financial_assistance_awards.htm.

C. REPORTING

Reporting requirements are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, located in Attachment C to this Announcement. The requirements include special reporting set forth under the Recovery Act.

PART VII - QUESTIONS/AGENCY CONTACTS

A. QUESTIONS

For general questions regarding the EECBG Program, please contact the EERE Information Center via phone or email at 1-877-EERE-INFO (1-877-337-3463) (Toll-free) or eereic@ee.doe.gov. Specific questions relating to the application and award process should be directed to EECBG@netl.doe.gov. All technical questions must be submitted through FedConnect. By operating in this manner, questions and answers can be viewed by all applicants and the potential for duplication can be avoided. To submit questions through FedConnect, you must first register as a vendor. See the FedConnect publication "Ready, Set, Go!" for complete details on both how to register and how to submit questions.

PART VIII - OTHER INFORMATION

A. MODIFICATIONS

Notices of any modifications to this announcement will be posted on FedConnect. You can receive updates through FedConnect's message center once you register interest for the opportunity.

B. GOVERNMENT RIGHT TO REJECT OR NEGOTIATE

DOE reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

C. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can make awards or commit the Government to the expenditure of public funds. A commitment by other than the Contracting Officer, either explicit or implied, is invalid.

APPENDICES/REFERENCE MATERIAL

- Attachment A – EECBG Program Allocations 4/15/2009
- Attachment B1 – Project Activity File
- Attachment B2 – Financial Management Assessment
- Attachment B3 – NETL F 451.1-1/3-EECBG
- Attachment C – Reporting Requirements
- Attachment D – EECBG Strategy Format (units of local government and Indian tribes)
- Attachment E – EECBG Strategy Format (States)

From: Erika G Reyna [mailto:erika.reyna@hidalgocountyjudge.com]

Sent: Thursday, June 04, 2009 6:11 PM

To: Joseph Palacios; marcos.lopez@co.hidalgo.tx.us; Humberto. Garza; Mona; Sergio Cruz; rey salazar; Manuel Chapa

Cc: J.D. Salinas; Raul Lozano; Sofia Hernandez; Rigo Villarreal

Subject: Energy Efficiency and Conservation Block Grant

Importance: High

Good afternoon,

This Tuesday Commissioners' Court decided to allocate the EECBG funding in the manner listed below. Attached you will find a copy of the NOFA and the attachments for the grant application that you must complete for your projects. Please keep in mind that there are some attachments that you will have to create because DOE did not provide templates. Those attachments are the Budget Justification File and any assurances you may need. The NOFA, which is the same one that was emailed on April 16th, outlines the application process and the eligible activities. You may also visit the EECBG webpage which has a lot of useful information regarding the information required for the application www.eecbg.energy.gov.

Budget Office will be compiling all the necessary attachments for submittal of the grant. Please provide them with your completed forms. It is recommended that you submit all you attachments by June 15th so that Commissioners' Court may approve the application on the 16th and it can be submitted before the deadline. The Budget Office will be submitting the final application and the information on your attachments will also be integrated into the CIP Plan. Please feel free to contact Mr. Sergio Cruz from Budget Office if you have any questions.

Budget:

\$250,000.00 –Strategy

\$822,375.00 –Precinct #1

\$822,375.00 –Precinct #2

\$822,375.00 –Precinct #3

\$822,375.00 –Precinct #4

Total: \$3,539,500.00

Have a nice day,

erika g. Reyna

Erika G. Reyna

Hidalgo County Judge's Office

100 E Cano, 2nd Floor

Edinburg, TX 78539

Phone: (956) 318-2600

Fax: (956) 318-2699

erika.reyna@hidalgocountyjudge.com

Allocations For Texas

State	Name	Government Level	Allocation
TX	Texas	State Energy Office	\$45,638,100.00
TX	Abilene	City	\$1,131,600.00
TX	Allen	City	\$693,000.00
TX	Amarillo	City	\$1,781,600.00
TX	Arlington	City	\$3,428,100.00
TX	Austin	City	\$7,492,700.00
TX	Baytown	City	\$672,300.00
TX	Beaumont	City	\$1,104,200.00
TX	Bedford	City	\$201,200.00
TX	Brownsville	City	\$1,659,200.00
TX	Bryan	City	\$695,100.00
TX	Carrollton	City	\$1,189,100.00
TX	Cedar Hill	City	\$176,600.00
TX	Cedar Park	City	\$519,700.00
TX	College Station	City	\$791,100.00
TX	Conroe	City	\$538,300.00
TX	Coppell	City	\$171,200.00
TX	Corpus Christi	City	\$2,757,500.00
TX	Dallas	City	\$12,787,300.00
TX	Del Rio	City	\$156,300.00
TX	Denton	City	\$1,117,000.00
TX	DeSoto	City	\$187,700.00
TX	Duncanville	City	\$148,600.00
TX	Edinburg	City	\$683,100.00
TX	El Paso	City	\$5,802,700.00
TX	Eules	City	\$454,200.00
TX	Flower Mound	City	\$607,700.00
TX	Fort Worth	City	\$6,738,300.00
TX	Frisco	City	\$825,800.00
TX	Galveston	City	\$580,100.00
TX	Garland	City	\$1,978,800.00
TX	Georgetown	City	\$201,900.00
TX	Grand Prairie	City	\$1,474,400.00
TX	Grapevine	City	\$503,500.00
TX	Haltom City	City	\$165,700.00
TX	Harlingen	City	\$645,100.00
TX	Houston	City	\$22,765,100.00
TX	Huntsville	City	\$166,500.00
TX	Hurst	City	\$165,500.00
TX	Irving	City	\$2,058,600.00
TX	Keller	City	\$155,000.00
TX	Killeen	City	\$1,027,000.00
TX	Lancaster	City	\$143,300.00

TX	Laredo	City	\$2,083,600.00
TX	League City	City	\$598,200.00
TX	Lewisville	City	\$913,000.00
TX	Longview	City	\$781,900.00
TX	Lubbock	City	\$2,109,900.00
TX	Mansfield	City	\$179,700.00
TX	McAllen	City	\$1,292,500.00
TX	McKinney	City	\$1,071,500.00
TX	Mesquite	City	\$1,200,900.00
TX	Midland	City	\$997,700.00
TX	Mission	City	\$629,500.00
TX	Missouri City	City	\$634,900.00
TX	New Braunfels	City	\$498,200.00
TX	North Richland Hills	City	\$584,900.00
TX	Odessa	City	\$915,100.00
TX	Pasadena	City	\$1,358,600.00
TX	Pearland	City	\$685,900.00
TX	Pharr	City	\$608,900.00
TX	Plano	City	\$2,545,400.00
TX	Port Arthur	City	\$541,300.00
TX	Richardson	City	\$1,036,200.00
TX	Round Rock	City	\$955,400.00
TX	Rowlett	City	\$481,900.00
TX	San Angelo	City	\$865,000.00
TX	San Antonio	City	\$12,897,000.00
TX	San Marcos	City	\$498,100.00
TX	Sherman	City	\$170,000.00
TX	Sugar Land	City	\$781,400.00
TX	Temple	City	\$593,200.00
TX	Texarkana	City	\$174,300.00
TX	Texas City	City	\$191,600.00
TX	The Colony	City	\$156,200.00
TX	Tyler	City	\$1,005,700.00
TX	Victoria	City	\$605,700.00
TX	Waco	City	\$1,246,300.00
TX	Wichita Falls	City	\$996,100.00
TX	Bexar	County	\$2,434,500.00
TX	Brazoria	County	\$2,048,800.00
TX	Denton	County	\$612,000.00
TX	Fort Bend	County	\$2,807,600.00
TX	Harris	County	\$13,773,400.00
TX	Hidalgo	County	\$3,539,500.00
TX	Montgomery	County	\$3,259,800.00
TX	Tarrant	County	\$2,399,300.00
TX	Travis	County	\$2,207,900.00
TX	Williamson	County	\$611,600.00

AI-15969

21.C.

**Payment to TXDOT for Mile 6W & Mile 2 W and interfund transfer
CC REGULAR**

Date: 06/15/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Noe Montez, Pct.1
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Precinct #1:

1. Approval to make payment to the Texas Department of Transportation (TXDOT) for State Review Fees in the amount of \$20,000.00 in relation to the Mile 2 West & Mile 6 West road projects with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
2. Approval of interfund transfer from Pct. 1 CO's 2006 (1336) to TXDOT Mile 6 West, program no. 039 and Mile 2 West, program no. 040 (1315) in the amount of \$10,0000 each, respectively to fund the above mentioned payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-0XX-0-731
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1336-431-00-121-041-0-731 --> 9-1315-431-00-121-039-0-731 \$10,000.00
Available balance as of 06-11-09 \$203,501.04

9-1336-431-00-121-041-0-731 --> 9-1315-431-00-121-040-0-731 \$10,000.00
Available balance as of 06-11-09 \$203,501.04

Attachments

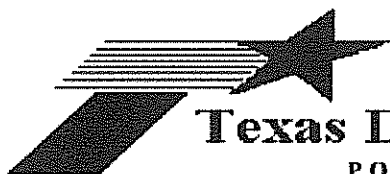
Link: [TXDOT Letter](#)

Link: [TXDOT interfund transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/11/2009 10:27 AM	APRV
2	Budget & Management	Veronica Lopez	06/11/2009 10:40 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/11/2009 10:56 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Ivan Cantu Started On: 06/10/2009 04:38 PM



Texas Department of Transportation

P.O. Box 1717: Pharr, Texas 78577-1717 : (956)702-6100

March 18, 2009

District: Pharr
County: Hidalgo
Subject: Mile 6 West / Mile 2 West State Review Fee

Honorable Judge J.D. Salinas
Judge- County of Hidalgo
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX. 78539

Attn: Mr. Sergio Cruz

With our endorsement of the above contracts and engineering review work in the near future for the above mentioned projects, we are requesting the County's share of the State Review Fees as stated in the Advanced Funding Agreement (AFA). The County's share needs to be submitted before any engineering review work is performed by the State. The County's share is \$10,000 for the Mile 6 West project and \$10,000 for the Mile 2 West project. These amounts are based on previous State review costs and direct costs for similar projects.

In the event that additional funding is required, as stipulated in the AFA, the State will notify the County in writing. Please submit two checks in the amount of \$10,000.00 each made payable to the Texas Department of Transportation Trust Fund to cover these costs. As always, TxDOT looks forward to working with the County of Hidalgo in addressing infrastructure needs. Feel free to contact our office should you need any further information.

Sincerely,


for Hector P. Gonzalez, Jr., P.E.
Pharr Area Engineer

Cc: Project File

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

AI-15987

21.D.

**Payroll Direct Deposit Policy/Pre-Enrollment & Enrollment Policy
CC REGULAR**

Date: 06/15/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Budget & Management Dept./Treasurers Dept.:

1. Discussion, consideration, and action on the Hidalgo County Pre-Enrollment & Enrollment Policy and Procedures.
2. Discussion, consideration, and action on the Hidalgo County Direct Deposit Policy and Procedures.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/11/2009 04:52 PM	APRV
2	Budget & Management	Veronica Lopez	06/12/2009 07:41 AM	APRV
3	Rosalinda Cantu		06/12/2009 09:22 AM	NEW

Form Started By: Ivan Cantu
Started On: 06/11/2009 04:22 PM
Final Approval Date: 06/12/2009

AI-15916

21.E.1.

Pct #3 Inter-departmental transfer

CC REGULAR

Date: 06/15/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Pct. #3 La Homa Grove Estates & Ramon Leal Subdivision (1203):
Approval of 2009 interdepartmental transfer from Precinct #3 P/U Roads fund (1203) to La Homa Grove Estates fund 1203 (program 380) and to Ramon Leal Subdivision fund 1203 (program 591) in the total amount of \$7,095.14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 9-1203-431-00-123-005-0-731
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 6/09/09 \$161,927.32.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/09/2009 03:47 PM	APRV
2	Perla Lopez	Perla Lopez	06/10/2009 09:53 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Norma Ceballos
Started On: 06/09/2009 11:49 AM
Final Approval Date: 06/12/2009

DATE: June 15, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-XXX-0-731

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

REASON: To cover expected expense. Award contract.

Department Head Signature

Date _____

Approved Commissioners' Court

Attest County Clerk

AI-15925

21.E.2.

**2009 Interdepartmental Transfer to General Litigation
CC REGULAR**

Date: 06/15/2009

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

General Litigation (1100):

Approval of a 2009 interdepartmental transfer from County Wide Administration (1100) to General Litigation (1100) in the total amount of \$30,000.00 to fund anticipated expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899-->9-1100-415-30-115-021-0-333; \$20,000.00

9-1100-415-00-115-002-0-899-->9-1100-415-30-115-021-0-339; \$10,000.00

Available balance as of 06/09/09.

Attachments

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 10:15 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/10/2009 05:04 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Rolando Garcia
Started On: 06/09/2009 03:04 PM
Final Approval Date: 06/12/2009

DATE: June 9, 2009

DEPARTMENT HEAD: Raul Silguero

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

ACCOUNT NUMBER: 9-1100-415-X0-115-0XX-0-XXX

2009

Transfer

AI-15925



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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

AI-15988

21.E.3.

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)
Dickerson
CC REGULAR

Date: 06/15/2009

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4
Drainage Improvement Project from (program 036) to Dikerson Pond (program 048) in the total amount
of \$5,000.00 to fund project expenditures.

BACKGROUND

Dickerson Pond Two parcels @ 2,500 each; Reference AI#15935

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-048-0-719 \$5,000.00

Funding available as of 6-11-09.

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 07:42 AM	APRV
2	Perla Lopez	Perla Lopez	06/12/2009 09:11 AM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Manuel Chapa
Started On: 06/11/2009 04:26 PM
Final Approval Date: 06/12/2009

ATTEST COUNTY CLERK

AI-15883

21.F.1.

**Interdepartmental Transfer for Eldora Gardens and Red Barn Subdivisions
Pct. No. 2
CC REGULAR**

Date: 06/15/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

Pct. #2 R&B-BCAP Projects (1202):
Approval of 2009 interdepartmental transfer within Precinct#2 R&B (1202) from
Precinct#2 P/U (program 006) to Eldora Gardens (program 252) in the amount of
\$8,000.00 and into Red Barn (program 605) in the amount of \$6,000.00 to fund BCAP
project expenditures.

BACKGROUND

P.O.# 613163 Eldora Gardens Work Authorization #5 AI-11776 (10/28/09) - Interlocal
Agreement AI-12174 (11/18/08)

P.O.# 619888 Red Barn Work Authorization #7 AI-14265 (3/3/09) - Interlocal Agreement
AI-14425 (03/17/09)

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in account is \$499,440.48 as of 06/11/09

PO#613163 available balance is \$ 635.34

PO#619888 available balance is \$1,518.48 for account 9-1202-431-00-122-006-0-734

PO's will need to be reclassified to new programs

Attachments

Link: [Work Authorization #5 Eldora Gardens](#)

Link: [Work Authorization #7 Red Barn](#)

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	06/08/2009 02:57 PM	APRV
2	Roland Garcia	Rolando Garcia	06/11/2009 04:42 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Marcie Jackson Started On: 06/05/2009 03:12 PM

Final Approval Date: 06/12/2009

001 114 10/20/08

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the Eldora Gardens Subdivision project. A portion of this project is being constructed by County forces. The project is located in San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is not to exceed **\$8,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

RECEIVED
Yolie Jackson

OCT 15 08

Hidalgo County
PRECINCT #2

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-841

Requisition No. 143866 (must be included after CC approval)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: 

Name: Ramiro Gutierrez, P.E.

Title: President

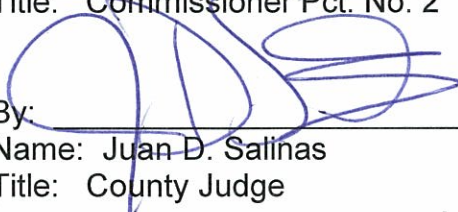
OWNER:

COUNTY OF HIDALGO

By: 

Name: Hector "Tito" Palacios

Title: Commissioner Pct. No. 2

By: 

Name: Juan D. Salinas

Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner

ATTACHMENT B – Services to be Provided by the Engineer

ATTACHMENT C – Work Schedule

ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 5

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 5
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

- 1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.
- 3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

- 4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.
- 5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.
- 6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2008							2009					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
Eldora Gardens Subdivision													
Construction Administration													
Construction Staking													

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 5

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	\$ 282.92/HR	\$ 291.41/HR
Project Manager	\$ 202.09/HR	\$ 208.15/HR
Senior Engineer	\$ 145.50/HR	\$ 149.87/HR
Engineer/RPLS	\$ 113.17/HR	\$ 116.57/HR
Graduate Engineer	\$ 97.00/HR	\$ 99.91/HR
Senior Engineering Tech	\$ 84.08/HR	\$ 86.60/HR
CADD-Design Technician	\$ 67.26/HR	\$ 69.28/HR
Clerical	\$ 61.44/HR	\$ 63.28/HR
Survey Crew	\$137.82/HR	\$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	\$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	\$ 20 / letter
Copies (8 ½" x 11")	\$.15 / copy
Bond Plots	\$ 0.75 / Sq Ft
Color Plots	\$ 2.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

K. Colonia Access Program Pct. 2

1. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a estimated cost of \$12,000.00) for "RSW Unit #1 Subdivision"; Work Authorization No. 4 (with a estimated cost of \$3,000.00) for "Tiny Acres Subdivision"; and Work Authorization No. 5 (with a estimated cost of \$8,000.00) for Eldora Gardens Subdivision, with R. Gutierrez Engineering for the provision of engineering related services to Hidalgo County Precinct No. 2. C-08-381-09-16

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

L. Colonia Access Program Pct. 3

1. Presentation for consideration, discussion acceptance and approval of Work Authorization #3 (with a proposed fee of \$68,956.25) with L & G Engineering Laboratory, LLC to provide Construction Material Testing Engineer services to Hidalgo County Precinct No. 3 for the remainder of Border Colonia Access Program-Round II Projects.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

M. Sheriff's Office

1. Presentation for discussion, acceptance, and approval of the final negotiated agreements (previously reviewed by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Orion Communications, Inc." for RFP NO: 2008-Hidalgo County Sheriffs Office-Police Administration Software.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

N. Auditor's Office

1. Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network with the following awarded vendor-CDW Government TCPN R-4713 through requisition #141682 in the amount of \$7,266.93

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the Red Barn Subdivision project. A portion of this project is being constructed by County forces. The project is located on Raul Longoria Road, north of San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is not to exceed **\$6,000.00**. A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No. 9-1202-431-00-122-006-734

Requisition No. 151798 (must be included after CC approval)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: Ramiro Gutierrez
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: Hector Tito Palacios
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: Juan D. Salinas
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 7

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 7
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

- 1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.
- 3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

- 4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.
- 5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.
- 6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2009											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Red Barn Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 7

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	\$ 282.92/HR	\$ 291.41/HR
Project Manager	\$ 202.09/HR	\$ 208.15/HR
Senior Engineer	\$ 145.50/HR	\$ 149.87/HR
Engineer/RPLS	\$ 113.17/HR	\$ 116.57/HR
Graduate Engineer	\$ 97.00/HR	\$ 99.91/HR
Senior Engineering Tech	\$ 84.08/HR	\$ 86.60/HR
CADD-Design Technician	\$ 67.26/HR	\$ 69.28/HR
Clerical	\$ 61.44/HR	\$ 63.28/HR
Survey Crew	\$137.82/HR	\$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	\$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	\$ 20 / letter
Copies (8 ½" x 11")	\$.15 / copy
Bond Plots	\$ 0.75 / Sq Ft
Color Plots	\$ 2.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

B. Pct. 1

1. **Presentation for consideration, discussion, and approval of Work Authorization No. 5 in the amount of \$ 770,000.00 with DOS LAND SURVEYING, LLC. to provide surveying services in connection with Contract No. C-08-225-09-09 "ON-CALL VARIOUS ROAD and BRIDGE and CIP. Projects" for (Complete Survey Services for Approximately 20 Miles of Drainage Ditch) within Hidalgo County Precinct No. 1.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration, acceptance and approval of a the final contracts (subject to legal review and approval as to form) with Closner Construction for Bid No. 2008-320B-11-12-LRM- "Culvert Crossing & Drainage Improvements Project-Mile13 North & Mile 6 West" - Precinct No. 1, (as awarded by CC on 01/20/09).**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

C. Pct 2

1. **Requesting approval of Supplemental Agreement No. 3 to Work Authorization No. 9 for current contract with R. Gutierrez Engineering for the South Tower Park to reflect a \$950.00 increase to the total project estimated cost, bringing the total estimated project cost to \$80,912.00 C-06-251-08-15**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. **Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a proposed fee of \$11,020.00) for "Construction Materials Testing and Engineering Services for Tower Rd Drainage Improvements" with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. **A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 7 in the estimated amount of \$6,000.00 for the "Construction of the Red Barn Subdivision Project" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-14265 (A)

R. Gutierrez Engineering Corporation

February 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

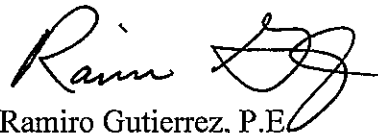
RE: Work Authorization No. 7 – Red Barn Subdivision – Construction Administration &
Staking
Project No. ENG08.024g

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 7 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the Red Barn Subdivision BCAP project. The work consists of providing construction administration and construction staking services for the work to be performed by County forces.

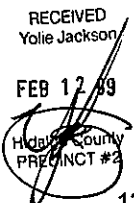
If this Work Authorization No 7 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.
President

encl
cc: Files



R. Gutierrez Engineering Corporation**Transmittal Form**

130 E. Park Ave - Pharr, Texas 78577

Telephone: 956 - 782 - 2557

Fax: 956 - 782 - 2558

TO: *Romy Salinas*
*Hill Co PCT2*FROM: *Romy Gutierrez*SUBJECT: *Red Barn Subd.*PROJECT NO.: *ENG 08.024g*DATE: *2/12/09*WE ARE SENDING YOU ☐ ATTACHED ☐ UNDER SEPARATE COVER VIA ☒ Hand Delivery THE FOLLOWING ITEMS:

☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☐ OTHER
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		<i>Let's</i>
2		<i>Black Authorization #7</i>

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☒ FOR YOUR RECORDS
☒ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☒ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPROVAL
☐ AS REQUESTED	☐ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☒ FOR SIGNATURE	☐ OTHER

COMMENTS:

Copy Distribution file

Received by:

E. J. Jackson
2/12/09

DATE: June 11, 2009

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-X-XXX

BCAP PROJECTS

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

Contact: _____

Ph#: _____

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1202-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	\$ (14,000.00)
9-1202-431-00-122-252-0-841	PCT2 P/U RD-ELDORA GARDENS ROADS	\$8,000.00
9-1202-431-00-122-605-1-841	PCT2 P/U RD-RED BARN ROADS	\$6,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To set up budget for Eldora Gardens & Red Barn (BCAP project, portion funded by Road & Bridge)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK



AI-15947

21.F.2.

**County Clerk Record Management - Budget Amendment
CC REGULAR**

Date: 06/15/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Annette Muniz
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget
Appropriations

Information

CAPTION

County Clerk Record Management (1237):
Approval of 2009 appropriation of funds for County Clerk Record Management in the
amount of \$50,000.00 to fund building repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$50,000.00 available in unreserved fund
balance as of 06/10/09. These expenditures are allowed, as per Texas Code of Criminal
Procedure Chapter 102 & Texas Local Government Code Section 118.0216 b(2).

The use of General Funds (1100) will not be utilized; all necessary funds will be
provided from County Clerk Record Management (1237) unreserved fund balance.

Attachments

Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/11/2009 11:03 AM	APRV
2	Budget & Management	Veronica Lopez	06/11/2009 11:36 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/11/2009 01:06 PM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Sylvia Solis
Started On: 06/10/2009 10:53
AM

Final Approval Date: 06/12/2009

AI-15887

21.F.3.

**HAVA Budget Appropriation - Elections
CC REGULAR**

Date: 06/15/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Yvonne Ramon
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget
Appropriations

Information

CAPTION

HAVA Program (1283):

- a. Approval of Certification of Revenues by the County Auditor for HAVA program income proceeds.
- b. Approval to appropriate the HAVA program income proceeds of \$32,544.30.

BACKGROUND

HAVA (Help America Vote Act) program income proceeds that were generated through the rental of voting machines by entities leasing or contracting with the Hidalgo County Elections Administration for services in 2008.

The HAVA grant funds were available for the purchase of the electronic voting machines (IVO's).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-414-00-130-016-8-336

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$32,544.30 as certified by Co. Auditor.

Revenue --> 9-1283-362-10-130-016-8-000

Attachments

Link: [HAVA Cert. Revs](#)

Link: [HAVA Appropriation PI](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/10/2009 10:08 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/10/2009 01:45 PM	APRV
3	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Rolando Garcia

Started On: 06/08/2009 08:55
AM

Final Approval Date: 06/12/2009

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 5, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

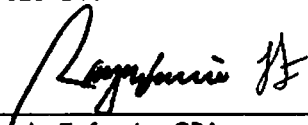
Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of proceeds from various cities and school districts for the rental of voting equipment in the amount of \$32,544.30. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:



Raymundo Eufracio, CPA
Hidalgo County Auditor

6-5-09

Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 82ND D.C.

RODOLFO DELGADO
JUDGE, 83RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 134TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 375TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 348TH D.C.

ADA SALINAS FLORES
JUDGE, 394TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

DATE: 06/04/2009
DEPARTMENT HEAD: Ms. Yvonne Ramon
DEPARTMENT NAME: Elections Department
ACCOUNT NUMBER: 9-1283-414-00-130-016-8-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1283-414-00-130-016-8-336	HAVA PROGRAM INCOME-COMPUTER SERVICES	32,544.30
	TOTAL APPROPRIATIONS	\$ 32,544.30
9-1283-362-10-130-016-8-000	HAVA PROGRAM INCOME-RENTAL REVENUE	32,544.30
	TOTAL REVENUE	\$ 32,544.30
TOTAL BUDGET INCREASE REQUEST		\$ 32,544.30

REASON: To appropriate the HAVA Program Income funds of \$ 32,544.30 from proceeds from rental of the voting equipment leased for school and ceity elections during 2008.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / /
DATE

ATTEST COUNTY CLERK

AI-15983

21.F.4.

**Interdepartmental Transfer- Agua Dulce and La Palma Subdivisions Pct. No. 1
CC REGULAR**

Date: 06/15/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: John Paul Lugo

Department: COLONIA ACCESS PROGRAM

Agenda Category: Budget and Management

Purchasing only: CAP Pct.1

Information

CAPTION

Pct. #1 R & B (BCAP Projects)

Approval of 2009 interdepartmental transfer from Precinct No. 1 R&B (program 005) to Agua Dulce (program 019) in the amount of \$5,731.84 and La Palma (program 391) in the amount of \$11,962.81 for BCAP projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1201-431-00-121-005-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$26,510.38 available funding as of 06/11/09. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 02:22 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/11/2009 04:55 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/11/2009 05:03 PM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Marcie Jackson

Started On: 06/11/2009 01:54 PM

Final Approval Date: 06/12/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 11, 2009

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PCT. 1 R&B/ (BCAP) PROJECTS

SUBJECT: INTERDEPARTMENTAL TRANSFER

2009

Transfer



Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1201-431-00-121-005-0-731	PCT1 P/U RD-ROADS	(17,694.65)
TO:		
9-1201-431-00-121-019-1-731	Pct.1 Agua Dulce Subdivision - Roads	5,731.84
9-1201-431-00-121-391-1-731	Pct.1 La Palma Subdivision - Roads	11,962.81
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: Interdepartmental Transfer to set up budget for Agua Dulce, & La Palma (BCAP project, portion funded by Road & Bridge)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15837

22.A.4.

**For Administration Building - Air Handler Replacement Proposal
CC REGULAR**

Date: 06/15/2009

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation, discussion, consideration, and approval to accept proposal from Carrier Corporation, awarded vendor through County's membership/participation with Buy Board's cooperative purchasing program for: "The Replacement of Air Handling Unit to include parts, labor and materials" for the Old Administration Building in the amount of \$170,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition # 00154534 has been submitted to the Purchasing Dept. in the amount of: \$170,000.00. Funding is currently available for this req. as of 6/12/09.

Attachments

Link: [Quote -Air Handler replacement](#)

Link: [Carrier -BuyBoard Contr-Trades Svcs Labor Electr HVAC](#)

Link: [Carrier-BuyBoard Contr-HVAC Equip](#)

Link: [Architects HVAC Recommendation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2009 10:55 AM	APRV
2	Budget & Management	Veronica Lopez	06/11/2009 10:57 AM	APRV
3	Dale Kennan	Dale Kennan	06/12/2009 08:12 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Moises Salazar
Started On: 06/03/2009 11:53 AM

Final Approval Date: 06/12/2009



Carrier Commercial Service

Division of Carrier Corporation
12625 Wetmore Rd. # 419
San Antonio, Texas 78247
Toll Free 800-743-0477
Phone 210-499-6307
E-Fax 860-660-8684
steven.richey@carrier.utc.com
TACLA 4767C

May 26, 2009

Moises Salazar

Hidalgo County
3rd Floor Remodel
Former Administration Building
Edinburg, TX.

Location: Edinburg
Carrier Proposal: 984QRC008

Carrier Commercial Service is pleased to provide this proposal to replace one air handling unit, fan coil, sheet metal, air device, variable frequency drive, and single duct boxes.

Total Investment is: One Hundred Seventy Thousand Dollars (\$170,000.00)*. All applicable taxes are excluded and will be billed in addition to the proposed price.

Cost breakdown:

Material: \$84,791.00

Labor: \$85,209.00

****Note: Pricing per BuyBoard Contract #305-08; Carrier Corporation JEB-03192008.**

All prices are firm for Thirty (30) days.

Work will be performed on normal hours/ basis and will begin upon receipt of your Purchase Order Number or signed quotation.

Note: Any additional items, materials or labor needed will notify customer for approval and will quote upon customer's request.

We sincerely appreciate the opportunity to provide these services. Should you have any questions, please call us at 210-499-6307, or at my cell phone 210-389-1151.

Regards,

Steven C. Richey
Commercial Systems

Approved By _____

Name _____

Title _____

Date _____

Contract or P.O. _____

SCOPE OF WORK

Air Handler Replacement

- Shut off all power lock and tag out electrical
- Isolate compressor and recovery of refrigerant into recovery cylinders
- Furnish necessary crane and rigging services to remove and set new air handler in place
- Provide sheet metal duct
- Provide controls
- Provide fan-coil unit and **condensing unit**
- Provide variable frequency drive
- Provide air devices
- Reconnection of all refrigerant piping, electrical **control** wiring to **fan-coil** unit
- Provide leak testing, evacuate system and transfer refrigerant back into system
- Startup compressor and verify operation
- Furnish customer with written reports and logs
- Clean up area where work was performed.

Customer responsibilities or Exclusions

- Access to building, and work areas
- Power and utilities
- Parking
- Electrical
- Demolition

TERMS AND CONDITIONS OF SALE – SERVICE (Rev 5/25/04)

1. **PAYMENT AND TAXES--** Payment shall be made 1.25% 10/net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Carrier any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS--** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE--** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS--** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control.
Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that Carrier encounters any asbestos product or any hazardous material in the course of performing its work, Carrier may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Carrier shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY--** Carrier warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Carrier also warrants all Carrier parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Carrier shall not be liable for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation. Any claim for defective workmanship must be provided to Carrier in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Carrier's obligations to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS--** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS--** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES--** Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE--** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement.
In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
10. **CUSTOMER TERMINATION--** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
11. **CARRIER TERMINATION--** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
12. **LIMITATION OF LIABILITY--** Under no circumstances shall Carrier be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.
13. **WASTE DISPOSAL--** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. **CLAIMS--** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS--** Carrier offers standard commercial items that may not comply with Government specifications. Carrier does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Carrier provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDE, ASSIGNMENT AND MODIFICATION--** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.



P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

April 18, 2008

Sent Via E-mail: betsy.beach@carrier.utc.com

Ms. Betsy Beach
Carrier Corporation
9300 Harris Corners Parkway, Suite 220
Charlotte, NC 28269

Proposal Name & Number: Trades Services & Labor for Electrical, Plumbing, HVAC, Etc. #296-08

Dear Ms. Beach:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective June 1, 2008.

To see the items your company has been awarded, please review the proposal tabulation #296-08 on the following website: www.vendor.buyboard.com. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7154 or 1-800-695-2919.

Sincerely,

Sharon McAfee
Bid Administration Manager



The Texas Local Government Purchasing Cooperative is a joint project of the
Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties



NOTICE OF PROPOSAL INVITATION

9959

X

Proposal Name: Trades Services & Labor
for Electrical, Plumbing, HVAC, Etc.

Proposal Opening Date and Time:
March 19, 2008 at 3:00 PM

Proposal Number: 296-08

Location of Proposal Opening:
Texas Association of School Boards
Cooperative Purchasing Department
12007 Research Blvd.
Austin, TX 78759

Board Meeting Date: May, 2008

Contract Time Period: June 1, 2008 through
May 31, 2009 with two possible one-year extensions

The undersigned authorized representative of the proposing company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing company indicated below, and
2. That he/she has carefully examined this Proposal Notice, the accompanying Proposal Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Proposal Invitation, and acknowledges the right of the Cooperative to maintain facsimile signatures as originals, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
4. That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this proposal at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
5. That any and all exceptions to the General Terms or Conditions of this proposal have been noted in writing in this proposal response, and that no other exceptions to the General Terms or Conditions will be claimed, and
6. That if any part of this proposal is accepted, he/she will satisfy the requirements identified in this Proposal Invitation related to (1) the submission of product information in electronic form for inclusion on the electronic catalog(s), (2) conducting business with Cooperative members and eligible nonprofit entities electronically, and (3) payment of a service fee in the amount of 2% of the dollar amount of purchase orders generated from any contract awarded under this Proposal Invitation.
7. It is the intent of the Cooperative to allow member entities to seek quotes through the Buyboard from awarded vendors to achieve quantity discounts.
8. ~~Pricing is guaranteed to be the best offered by the vendor to similar customers.~~ Because of the size of our company and large number of selling/service locations we cannot in all certainty guarantee this is best pricing offered by Carrier to similar customers.
9. Awarded proposals will not be active on the Buyboard until price sheets or catalogs are submitted in the proper format to be posted to the Buyboard.

Carrier Corporation

Name of Proposing Company

9300 Harris Corners Parkway, Suite 220

STREET Address

Charlotte, NC 28269

City, State, Zip

(Office) 803-708-5549

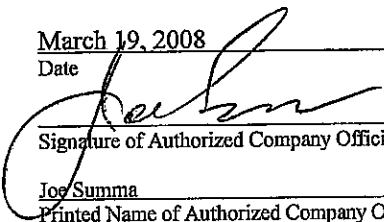
Telephone Number of Authorized Company Official

860-998-4351

Fax Number of Authorized Company Official

March 19, 2008

Date



Signature of Authorized Company Official

Joe Summa

Printed Name of Authorized Company Official

VP of National Accounts

Position or Title of Authorized Company Official

06-0991716

Federal ID Number

RETURN THIS DOCUMENT (Forms A - K) IN SEALED PROPOSAL PACKAGE



VENDOR PURCHASE ORDER, RFQ, AND INVOICE RECEIPT OPTIONS

To help us ensure you receive orders from cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Invitation to Proposal. Orders will be available through one of two options:

Option 1: Internet. Vendors will need to have Internet access available to them and preferable an e-mail addresses so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to those vendors who choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors will need to have a designated fax line available at all times to receive purchase orders.

Company: Carrier Corporation **Contact Name:** Betsy Beach

Please choose only one of the following options for receipt of purchase orders:

☐ I plan to use the Internet to retrieve purchase orders.

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☒ I plan to receive purchase orders via fax.

Fax Number: 860-998-4351

Fax Contact: Betsy Beach Phone: 803-708-5549

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: betsy.beach@carrier.utc.com

Alternate E-mail Address: scott.gillispie@carrier.utc.com

Please indicate the address and contact for receipt of invoices:

As part of any contract arising from this proposal, your company will be billed the two per cent (2%) service fee monthly. Please provide the following information regarding receipt of invoices that will be sent to your company for the fee:

Mailing address: Carrier Corporation, Carrier Parkway, Bldg. TR-4 **Department:** National Accounts

City: Syracuse **State:** NY **Zip Code:** 13221

Contact Name: Wendy Bireline **Phone:** 315-432-3916

Fax: 860-998-0406 **Email Address:** wendy.bireline@carrier.utc.com



FELONY CONVICTION DISCLOSURE STATEMENT

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

- ☒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ My firm is not owned or operated by anyone who has been convicted of a felony.
- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

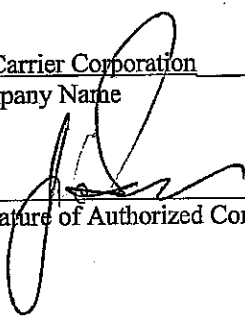
1. _____

2. _____

3. _____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Carrier Corporation
Company Name


Signature of Authorized Company Official

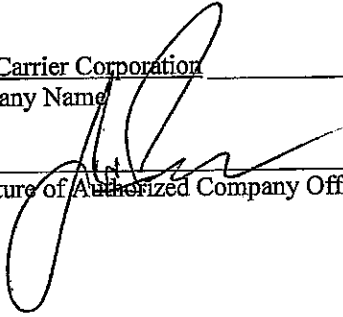


HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

- ☐ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)
- ☐ **Minority Owned Business**
 - ☐ **Small Business**
 - ☐ **Women Owned Business**
- ☒ My company has **NOT** been certified as a Historically Underutilized Business (HUB).

Carrier Corporation
Company Name


Signature of Authorized Company Official



DEVIATION & COMPLIANCE SIGNATURE FORM

If the undersigned proposer intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Cooperative of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

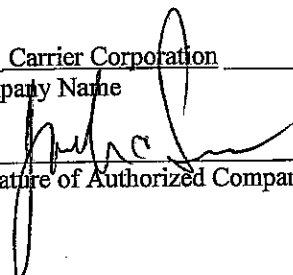
- ☐ No Deviations
☒ Yes Deviations

List any deviations your company is submitting below:
See attachment, "Modifications to Terms and Conditions"

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Delivery Terms: ☐ FOB Destination (freight included in price) ☒ FOB Shipping Point (deviation to specs)
2. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Other: _____
4. Payment Terms: ☐ Net 30 days ☒ 1% in 10/Net 30 days ☐ Other: _____
5. Number of Days for Delivery: Will Vary based on shipping point, shipping destination, product and factory load ARO
6. Vendor Reference/Quote Number: JEB-03192008
7. State your return policy: Carrier's return policy will be provided upon request at time of quote, specific to product(s) being quoted. There are different return policies applicable to the various products that Carrier manufacturers or provides. All returns require prior approval.
8. Are electronic payments acceptable to your company: ☒ Yes ☐ No

Carrier Corporation
Company Name


Signature of Authorized Company Official

Modifications to The Local Government Purchasing Cooperative
Proposal #296-08
Trade Services & Labor For Electrical, Plumbing, HVAC, Etc.
General Terms and Conditions

Article 12. Delivery and Transportation

In line 18, delete the word "destination" and insert "shipping point".

Article 21. Invoices, Packing Lists, and Payment

In line 14, delete the words "stated on each individual... of payment terms" and insert "shall be net thirty (30) days from date of invoice".

Article 22. Remedies for Non-Performance of Contract, and Termination of Contract

In line 42, delete the last sentence.

Article 26. Certifications Regarding Legal, Ethical, and Other Matters

i - Delete this section and insert "Vendor has provided its pricing to the Cooperative on a competitive basis and considers their price to be fair and reasonable based on the terms and conditions of the order."

j - In line 4, before the word "patent" insert "U.S.".

In line 4, after the word "contract" add "unless, however, the infringement arises because of 1) compliance with the member's specifications, or 2) the use of such merchandise in an infringing process or combination and such infringement would not arise from the use of such merchandise alone."

Add the following new article:

Article 36. Limitation of Liability

"Notwithstanding anything contained in the bid or contract documents, in no event will Vendor be liable to the other for any incidental or consequential damages."



DEALERSHIP LISTINGS

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

See attachments: Carrier Distributors & Carrier Service Offices

(Please Print)

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

CARRIER COMMERCIAL SERVICE OFFICE LOCATIONS WITH PHONE AND FAX NUMBERS

Office Name	Street	City	State	Zip Code	Telephone	Fax Number
Agawam	81 Ramah Circle South	Agawam	MA	01001	413-732-4373	413-821-0879
Albany	5 Hemlock Street	Latham	NY	12110	518-220-2044	518-220-2051
Albuquerque	9012 Washington N.E.	Albuquerque	NM	87113	505-345-5331	505-344-0148
Atlanta	2121 Newmarket Pkwy, Suite 136	Marietta	GA	30067	770-953-2394	770-988-0992
Austin	1130 Rutherford Lane, Suite 100	Austin	TX	78753	512-719-6400	512-719-6499
Automation Controls	1001 Shary Circle, #10	Concord	CA	94518	925-886-1500, x105	925-886-5209
Baltimore	3701 Commerce Drive, Suite 111	Baltimore	MD	21227	410-298-2400	443-568-0260
Binghamton	612 Vestal Parkway West	Vestal	NY	13850	607-786-5020	607-786-2420
Birmingham	238 Cahaba Valley Parkway	Pelham	AL	35124	205-987-3831	205-987-3834
Boise	619 N. Cloverdale Road	Boise	ID	83713		
Boston	780 Dedham Street, Suite 100	Canton	MA	02021	781-774-6350	781-774-6351
Buffalo	2640 Walden Avenue	Buffalo	NY	14225	716-823-2200	716-681-0995
Charleston	PO Box 427 - 2 Mission Way	Scott Depot	WV	25560	304-757-0395	304-757-3018
Charlotte	9401-N Southern Pines Blvd.	Charlotte	NC	28273	704-525-2644	704-528-5603
Chicago Metro	655 West Grand Avenue, Suite 320	Elmhurst	IL	60126	630-516-3261	630-516-0156
Chicago Projects/Controls	655 West Grand Avenue, Suite 320	Elmhurst	IL	60126	630-516-3261	630-516-0156
Cincinnati	9910 Windisch Road	West Chester	OH	45069	513-759-1500	513-755-5195
Cleveland	9535 Midwest Avenue, Suite 112	Garfield Heights	OH	44125	216-663-8900	216-863-1171
Columbus	752 Brookside Plaza Drive	Westerville	OH	43081	614-781-3880	614-781-3883
Concord	1001 Shary Circle, #10	Concord	CA	94518	925-886-1500, x105	925-886-5209
Corpus Christi	1959 Saratoga Blvd. - Building 10	Corpus Christi	TX	78417	361-289-0944	361-289-6723
Dallas	2201 Midway Road, Suite 200	Carrollton	TX	75006	972-789-3420	972-789-3434
Dayton/satellite	6050 Milo Road	Dayton	OH	45414-3418	937-275-0645	937-275-0649
Denver	12742 E. Caley Avenue / Suite 2A	Centennial	CO	80111	303-796-0799	303-796-8879
Des Moines / satellite	1451 East 69th Place, Suite 45	Ankeny	IA	50021	515-984-9386	402-791-0377
Detroit	39205 Country Club Drive, Suite C40	Farmington Hills	MI	48331-5701	248-994-6200	248-994-6201
DFW Controls	2201 Midway Road, Suite 200	Carrollton	TX	75006	972-789-3420	972-789-3434
El Paso	1731 Myrtle Avenue, Building 2	El Paso	TX	79901	915-533-8367	915-533-8386
Fairfield	14-30 Madison Road	Fairfield	NJ	07004	973-227-5477	973-227-5477
Fairmont/satellite	Atrium Mall, Suite 210	Fairmont	WV	26554	304-366-4100	304-366-4462
Farmingdale	175 Central Avenue, Suite 300	Farmingdale	NY	11735	631-501-5740	631-501-5766
Florida Panhandle	6529 Longview Street	Navarre	FL	32566	850-939-3375	860-660-1100
Fort Collins	4700 Innovation Drive, Suite B3	Fort Collins	CO	80525	970-223-5050	970-223-9494
Fort Worth	2318 Pecan Court	Haltom City	TX	76117	817-838-4307	817-838-4398
Fresno	2612 N. Business Park Ave Suite 101	Fresno	CA	93727	559-346-0578	559-346-0583
Green River/SLC satellite	400 N. 1st East	Green River	WY	82935	801-486-5994	801-486-6588
Harrisburg	5060 Ritter Road, Suite B100	Mechanicsburg	PA	17055	717-796-2212	717-796-2215
Herndon	22630 Dulles Summit Court, Suite 135	Dulles	VA	20166	703-834-3900	703-834-1164
Honolulu	94-498 Ukee Street, Suite 301	Waipahu	HI	96797	808-487-5543	808-487-5547
Houston	100 Southbelt Industrial Drive	Houston	TX	77047	713-797-8900	713-797-8920
Indianapolis	3902 Hanna Circle, Suite C	Indianapolis	IN	46241	317-821-3000	317-821-3009
Jackson	2108 Highway 80, East, Suite C	Pearl	MS	39208	601-932-5272	601-932-5645
Jacksonville	8691 Western Way, Suite 2	Jacksonville	FL	32256	904-256-3100	904-256-3102
Jamesburg	1095 Cranbury South River Rd, Ste 23	Jamesburg	NJ	08831	609-655-3400	609-655-3595
Jonesboro/satellite	5405 Hwy 18 East	Jonesboro	AR	72401	870-802-0227	870-802-0390
Kansas City	8029 Flint	Lerexa	KS	66214	913-894-5581	913-894-5962
Knoxville/satellite	5901 Weisbrook Lane	Knoxville	TN	37909	865-558-0701	865-558-0702
Las Vegas	4444 W Russell Road, Suite E	Las Vegas	NV	89118	702-368-4338	702-368-1366

CARRIER COMMERCIAL SERVICE OFFICE LOCATIONS WITH PHONE AND FAX NUMBERS

Office Name	Street	City	State	Zip Code	Telephone	Fax Number
Little Rock	1805 Bond Avenue	Little Rock	AR	72206	501-945-6000	501-663-5673
Los Angeles	3050 Enterprise Street	Brea	CA	92831	714-985-5200	714-985-5338
Los Angeles Controls	3051 Enterprise Street	Brea	CA	92831	714-985-5200	714-985-5338
Louisville	11321 Decimal Drive	Louisville	KY	40299	502-267-7636	502-267-7081
Manhattan	5126 West 34th Street, 3rd Floor	New York	NY	10001	917-339-9560	917-339-9593
Memphis	5191 Hickory Hill	Memphis	TN	38141	901-795-6760	901-795-3687
Menlo Park	160 C Constitution Drive	Menlo Park	CA	94025	850-462-1400	650-462-1405
Miami	2500 W Copans Road	Pompano Beach	FL	33069	954-247-2096	954-247-2033
Middletown	14 Industrial Park Place	Middletown	CT	06457	860-632-1918	860-632-1746
Milwaukee	3725 K North 126th Street	Brookfield	WI	53005	262-781-1609	262-781-1592
Minneapolis	7320 Oxford Street	St. Louis Park	MN	55426-4513	952-933-5300	952-933-1688
Nashville	909 Murfreesboro Road	Nashville	TN	37217	615-883-5888	615-883-1335
Natl Repair Ctr	100 Southbelt Industrial Drive	Houston	TX	77047	713-413-9667	713-797-8920
New Orleans	100 Alpha Drive, Suite 106	Destrehan	LA	70047	985-764-4300	985-764-7050
Newark	14-30 Madison Road	Fairfield	NJ	07004	973-227-6193	973-575-4566
Northern New England	24 Autumn Pond Park	Greenland	NH	03840	603-433-6640	603-433-6808
Northridge	18135 Napa Street	Northridge	CA	91325	818-734-1600	818-734-1420
Oklahoma City	315 Hudburg Circle	Oklahoma City	OK	73108-1008	405-951-6700	405-951-6714
Omaha	5410 F Street	Omaha	NE	68117	402-731-0301	402-731-0377
Orlando	2000 Parks Oaks Avenue	Orlando	FL	32808	407-621-2218	407-532-7083
Peoria	1601 West Delveiller Drive	Peoria	IL	61615	309-692-5151	309-692-5181
Petaluma	1320 Industrial Ave, Suite # E	Petaluma	CA	94952	707-765-8525	707-765-8530
Philadelphia	4110 Butler Pike, Bldg #1, Suite A104	Plymouth Meeting	PA	19462	610-834-1717	610-834-0880
Phoenix	3802 East University, Suite 1	Phoenix	AZ	85034	602-470-2040	602-470-2055
Phoenix Projects	3802 East University, Suite 1	Phoenix	AZ	85034	602-470-2040	602-470-2055/57
Pittsburgh	136 Southpointe Drive	Bridgeville	PA	15017	412-221-8021	412-221-7753
Portland	7841 SW Cirrus Drive, Bldg 24	Beaverton	OR	97008	503-641-5540	503-641-7149
Raleigh	1711-A Corporation Parkway	Raleigh	NC	27604	919-250-6900	919-250-6924
Reno	121 Woodland Ave, Suite 180	Reno	NV	89523	775-747-5080	775-747-2593
Richmond	2800 E. Parham Rd.	Richmond	VA	23228	804-353-6412	804-355-4472
Roanoke	5346 Peters Creek Road NW	Roanoke	VA	24019	540-366-2471	540-366-1304
Rochester	105 Hudson Avenue	Rochester	NY	14805	585-359-4150	585-323-8617
Sacramento	1168 W. National Dr., Suite 50/60	Sacramento	CA	95834	916-928-9500	916-928-9222
Sacramento	1168 W. National Dr., Suite 50/60	Sacramento	CA	95834	916-928-9500	916-928-9222
Salt Lake City	400 Ironwood Drive	Salt Lake City	UT	84115	801-486-5994	801-486-6588
Salt Lake City Equipment	400 Ironwood Drive	Salt Lake City	UT	84115	801-486-5994	801-486-6588
San Antonio	1010 Arion Parkway, #100	San Antonio	TX	78216	210-495-2600	210-495-4400
San Diego	7204 Clairemont Mesa Boulevard	San Diego	CA	92111	858-277-9790	858-277-9788
San Leandro Applied	10810 Bigge Street	San Leandro	CA	94577	510-563-5700	510-563-5732
San Leandro Unitary	1951A Fairway Drive	San Leandro	CA	94577	510-347-2000	510-347-2099
Saturn	MS 371-995-K35 100 Saturn Pkwy	Spring Hill	TN	37174	931-486-6969	931-486-6968
Seattle	3215 South 118th Street, Suite 133	Tukwila	WA	98168	206-439-0097	206-242-9512
Service USA	9300 Harris Corners Pkwy, Suite 220	Charlotte	NC	28269	704-599-4550	704-599-3289
Shreveport	1520 North Hearne Ave, Suite 100	Shreveport	LA	71107	318-222-8310	318-222-8317
So. Texas Controls	1010 Arion Parkway, #100	San Antonio	TX	78216	210-495-2600	210-495-4400
Springfield/satellite	2305 E. Olive Ct., Suite A	Springfield	MO	65802	417-866-1972	417-866-3860
St. Louis	4669 Crossroads Industrial Drive	Bridgeton	MO	63044	314-739-8721	314-739-8485
Syracuse	5 Technology Place	East Syracuse	NY	13057	315-463-4526	315-432-0852
Tampa	8656 Elm Fair Boulevard	Tampa	FL	33610	813-621-6643	813-621-4493
Tontitown/satellite	372 Agnes Street	Springdale	AR	72762	479-361-1414	479-361-1415

CARRIER COMMERCIAL SERVICE OFFICE LOCATIONS WITH PHONE AND FAX NUMBERS

Office Name	Street	City	State	Zip Code	Telephone	Fax Number
Tucson	3781 N. Highway Drive Suite 103	Tucson	AZ	85705-6913	520-624-2986	520-624-1879
Tulsa	10405G E. 55th Pl.	Tulsa	OK	74146	918-664-4233	918-664-5953
Virginia Beach	341 Southport Circle	Virginia Beach	VA	23452	757-498-4169	757-490-3140
Westchester	301 Fields Lane	Brewster	NY	10509	845-276-2950	845-276-2864
Wichita/satellite	122 South Hydraulic	Wichita	KS	67211	316-263-3604	913-894-5962
Wilmington	126 Quigley Boulevard	New Castle	DE	19720	302-322-8870	302-322-1104
Worcester	63R Milton Street	Worcester	MA	01608	508-792-3231	508-792-3538
Canada Service						
Calgary	Bay 1, 3201 Ogden Road	Calgary	AB	T2G 4N4	403-287-4830	403-243-3556
Edmonton	15010 - 116th Avenue	Edmonton	AB	T5M 3T4	403-287-4830	403-243-3556
Hamilton	400 Parkdale Ave N #2-4	Hamilton	ON	L8H 5Y2	905-561-5329	905-561-5951
Hamilton Unitary	401 Parkdale Ave N #2-4	Hamilton	ON	L8H 5Y2		
London satellite	501 Newbold Street	London	ON	N6E 2S8	905-561-5329	905-561-5951
Mississauga Unitary						
Montreal	5080 Levy Street	Ville St. Laurent	QC	H4R 2P1	514-856-0736	514-856-8154
Ottawa	Baxter Center, 1050 Baxter Road	Ottawa	ON	K2C 3P1	613-820-0720	613-820-9482
Toronto	1515 Drew Road	Mississauga	ON	L5S 1Y8	905-405-3226	905-405-4009
Toronto Unitary	1515 Drew Road	Mississauga	ON	L5S 1Y8	905-671-0683	905-671-3199
Vancouver	8333 130TH St. #9	Surrey	BC	V3W 7X4	604-599-4305	604-599-4279
Winnipeg	1421 St. James Street, Unit #3	Winnipeg	MB	R3H 0Y9	204-790-3809	403-243-3556
Carrier Rental Systems (f/n/a HVAC Portable Systems) - Tollfree Number 800-586-8336						
Charlotte-CRS	1237 Biscayne Drive	Concord	NC	28027	704-792-1330	704-792-1333
Lakeland-CRS	2710 South Combee	Lakeland	FL	33803	863-667-0101	863-665-1255
Beaumont-CRS	820 Freeway Blvd.	Vidor	TX	77662	409-769-7818	409-769-7819
Houston-CRS	40 Southbelt Industrial Drive	Houston	TX	77047	713-413-4200	713-413-3589
Baton Rouge-CRS	5281 Gateway Drive	Geismar	LA	70734	225-677-9200	225-677-9205
Swedesboro-CRS	1641 US 322, PO Box 100	Swedesboro	NJ	08085	856-241-0077	856-241-0498
Memphis-CRS	5557 Federal Avenue	Memphis	TN	38118	901-367-2600	901-367-1994
Project Group						
Chicago Controls	655 West Grand Avenue	Elmhurst	IL	60126	630-516-3463	860-988-8973
Connecticut Projects	14 Industrial Park Place	Middletown	CT	06457	860-632-2662	860-632-1746
Dallas Controls	2201 Midway Road, Suite 200	Carrollton	TX	75006	972-789-3420	972-789-3434
Florida Projects	2000 Park Oaks Avenue	Orlando	FL	32808	407-521-2218	407-532-7083
L.A. Projects	17900 East Ajax Circle	City of Industry	CA	91748	626-435-3032	626-435-3066
Miami Projects	2540 W. Copans Road	Pompano Beach	FL	33069	954-247-2096	954-247-2033
New England Projects	780 Dedham Street, Suite 100	Canton	MA	02021	781-774-6350	781-774-6351
New Jersey Projects	1095 Cranbury South River Rd, Ste 23	Jamesburg	NJ	08831	609-655-3400	609-655-3595
Newark	14-30 Madison Road	Fairfield	NJ	07004	973-227-6193	973-227-5477
NYC/LI Projects	516 West 34th Street, 3rd Floor	New York	NY	10001	917-339-9560	917-339-9593
NYC/LI Projects	175 Central Avenue, Suite 300	Farmingdale	NY	11735	631-501-5740	631-501-5786
Carolina Projects	9401-N Southern Pines Blvd.	Charlotte	NC	28273	704-251-6209	860-998-0865
GA/AL/TN Projects	909 Murfreesboro Road	Nashville	TN	37217	615-986-1538	615-883-1335
Upstate NY Projects	5 Technology Place	East Syracuse	NY	13057	315-463-4526	315-432-0852
Mid-Atlantic	22630 Dulles Summit Court, Suite 135	Dulles	VA	20166	703-834-3900	703-834-1164

Carrier Corporation List of Distributors

name	City	State/Pr	Postal Code	Brand	Nar	Country	Full Name
ACH Supply	Austin	TX	78744	Carrier		United States	ACH Supply
Air Mechanical Supply	Tucson	AZ	85713-5318	Carrier		United States	Air Mechanical Supply
Air Mechanical Supply	Las Vegas	NV	89101	Carrier		United States	Air Mechanical Supply
Air Mechanical Supply-HQ	Phoenix	AZ	85027	Carrier		United States	Air Mechanical Supply-HQ
Aireco, Kent, HQ	Kent	WA	98032	Carrier		United States	Aireco, Kent, HQ
Aireco, Spokane, HQ	Spokane	WA	99202	Carrier		United States	Aireco, Spokane, HQ
Aireco, Tualatin, HQ	Tualatin	OR	97062	Carrier		United States	Aireco, Tualatin, HQ
Aireco, Tualatin, LE	Tualatin	OR	97062-1349	Carrier		United States	Aireco, Tualatin, LE
Auer Steel and Heating Supply Company, Milwaukee, HQ	Milwaukee	WI	53209	Carrier		United States	Auer Steel and Heating Supply Company, Milwaukee, HQ
Auer Steel and Heating Supply Company, Milwaukee, LE	Milwaukee	WI	53209	Carrier		United States	Auer Steel and Heating Supply Company, Milwaukee, LE
Behler-Young Company, Muskegon	Muskegon	MI	49444-1295	Carrier		United States	Behler-Young Company, Muskegon
CAC Carrier Division, Cincinnati, HQ	Cincinnati	OH	45241	Carrier		United States	CAC Carrier Division, Cincinnati, HQ
Canada Distribution, Central Region, Mississauga, HQ	Mississauga	ON	L5S 1Y8	Carrier		Canada	Canada Distribution, Central Region, Mississauga, HQ
Canada Distribution, Central Region, Mississauga, HQ	Mississauga	ON	L5S 1Y8	Carrier		Canada	Canada Distribution, Central Region, Mississauga, HQ
Canada Distribution, Concord	Concord	ON	L4K 3S7	Carrier		Canada	Canada Distribution, Concord
Canada Distribution, Dartmouth	Dartmouth	NS	B3B1B8	Carrier		Canada	Canada Distribution, Dartmouth
Canada Distribution, Eastern Region, St. Laurent, HQ	Ville St. Laurent	QC	H4R 2P1	Carrier		Canada	Canada Distribution, Eastern Region, St. Laurent, HQ
Canada Distribution, Edmonton	Edmonton	AB	T5H 1B8	Carrier		Canada	Canada Distribution, Edmonton
Canada Distribution, Hamilton	Hamilton	ON	L8E 3P1	Carrier		Canada	Canada Distribution, Hamilton
Canada Distribution, Kelowna	Kelowna	BC	V1X 2P9	Carrier		Canada	Canada Distribution, Kelowna
Canada Distribution, Kitchener	Kitchener	ON	N2B 2E1	Carrier		Canada	Canada Distribution, Kitchener
Canada Distribution, Langley	Langley	BC	V3A 5E7	Carrier		Canada	Canada Distribution, Langley
Canada Distribution, London	London	ON	N6M 1A1	Carrier		Canada	Canada Distribution, London
Canada Distribution, Mississauga, LE	Mississauga	ON	L5S 1Y8	Carrier		Canada	Canada Distribution, Mississauga, LE
Canada Distribution, Moncton Branch	Moncton	NB	E1E1E4	Carrier		Canada	Canada Distribution, Moncton Branch
Canada Distribution, Ottawa	Ottawa	ON	K2C 3P1	Carrier		Canada	Canada Distribution, Ottawa
Canada Distribution, Quebec City	Quebec City	QC	G1P 4C6	Carrier		Canada	Canada Distribution, Quebec City
Canada Distribution, Regina	Regina	SK	S4R 1J6	Carrier		Canada	Canada Distribution, Regina
Canada Distribution, Scarborough	Scarborough	ON	M1H 3A6	Carrier		Canada	Canada Distribution, Scarborough
Canada Distribution, St. Laurent	Vanier	QC	H4R 2P1	Carrier		Canada	Canada Distribution, St. Laurent
Canada Distribution, Vanier	Vanier	QC	G1M 3T8	Carrier		Canada	Canada Distribution, Vanier
Canada Distribution, Western Region, Calgary, HQ	Calgary	AB	T2G 2Y8	Carrier		Canada	Canada Distribution, Western Region, Calgary, HQ
Canada Distribution, Winnipeg	Winnipeg	MB	R3H 1H3	Carrier		Canada	Canada Distribution, Winnipeg
Carolinas Distribution, Charlotte, HQ	Charlotte	NC	28266	Carrier		United States	Carolinas Distribution, Charlotte, HQ
Carolinas Distribution, Charlotte, LE	Charlotte	NC	28266	Carrier		United States	Carolinas Distribution, Charlotte, LE
Carolinas Distribution, Columbia, HQ	Columbia	SC	29203	Carrier		United States	Carolinas Distribution, Columbia, HQ
Carolinas Distribution, Raleigh, HQ	Raleigh	NC	27610	Carrier		United States	Carolinas Distribution, Raleigh, HQ
Carrier Commercial Sales, Birmingham	Pelham	AL	35124	Carrier		United States	Carrier Commercial Sales, Birmingham
Carrier Commercial Sales, Boston	Canton	MA	2021	Carrier		United States	Carrier Commercial Sales, Boston
Carrier Commercial Sales, Cleveland	Garfield Heights	OH	44125	Carrier		United States	Carrier Commercial Sales, Cleveland
Carrier Commercial Sales, Columbus	Westerville	OH	43081	Carrier		United States	Carrier Commercial Sales, Columbus
Carrier Commercial Sales, Detroit	Farmington	MI	48331	Carrier		United States	Carrier Commercial Sales, Detroit
Carrier Commercial Sales, Elmhurst	Elmhurst	IL	60126	Carrier		United States	Carrier Commercial Sales, Elmhurst
Carrier Commercial Sales, Grand Rapids	Byron Center	MI	49315	Carrier		United States	Carrier Commercial Sales, Grand Rapids
Carrier Commercial Sales, Harrisburg	Mechanicsburg	PA	17055	Carrier		United States	Carrier Commercial Sales, Harrisburg
Carrier Commercial Sales, Indianapolis	Indianapolis	IN	46241	Carrier		United States	Carrier Commercial Sales, Indianapolis
Carrier Commercial Sales, Kansas City	Lenexa	KS	66214	Carrier		United States	Carrier Commercial Sales, Kansas City
Carrier Commercial Sales, Nashville	Nashville	TN	37210	Carrier		United States	Carrier Commercial Sales, Nashville
Carrier Commercial Sales, Omaha	Omaha	NE	68117	Carrier		United States	Carrier Commercial Sales, Omaha
Carrier Commercial Sales, Philadelphia	Plymouth Meeting	PA	19462	Carrier		United States	Carrier Commercial Sales, Philadelphia
Carrier Commercial Sales, Wilmington	New Castle	DE	19720	Carrier		United States	Carrier Commercial Sales, Wilmington
Carrier Commercial Service, Fort Collins	Fort Collins	CO	80525	Carrier		United States	Carrier Commercial Service, Fort Collins
Carrier Commercial Service, Little Rock	Little Rock	AR	72206	Carrier		United States	Carrier Commercial Service, Little Rock
Carrier Corporation McMinnville Warehouse	Morrison	TN	37357	Carrier		United States	Carrier Corporation McMinnville Warehouse
Carrier Great Lakes, Burton	Burton	MI	48529	Carrier		United States	Carrier Great Lakes, Burton
Carrier Great Lakes, Lansing	Lansing	MI	48911	Carrier		United States	Carrier Great Lakes, Lansing
Carrier Great Lakes, Livonia, LE	Livonia	MI	48151	Carrier		United States	Carrier Great Lakes, Livonia, LE

Carrier Corporation List of Distributors

Carrier Great Lakes, Toledo	OH	43615	Carrier	United States	Carrier Great Lakes, Toledo
Carrier Great Lakes, Troy	MI	48063	Carrier	United States	Carrier Great Lakes, Troy
Carrier Great Lakes, Wyoming	MI	49548-2265	Carrier	United States	Carrier Great Lakes, Wyoming
Carrier Hawaii, Honolulu, HI, LE	HI	96813	Carrier	United States	Carrier Hawaii, Honolulu, HI, LE
Carrier Hawaii, Kailua-Kona	HI	96740	Carrier	United States	Carrier Hawaii, Kailua-Kona
Carrier Hawaii, Waipahu	HI	96797	Carrier	United States	Carrier Hawaii, Waipahu
Comfort Products Distributing N. Kansas City	MO	64119	Carrier	United States	Comfort Products Distributing N. Kansas City
Comfort Products Distributing, Bismarck	ND	58504-5713	Carrier	United States	Comfort Products Distributing, Bismarck
Comfort Products Distributing, Cedar Falls	IA	50613	Carrier	United States	Comfort Products Distributing, Cedar Falls
Comfort Products Distributing, Columbia	MO	65202	Carrier	United States	Comfort Products Distributing, Columbia
Comfort Products Distributing, Lenexa, HQ	KS	66215	Carrier	United States	Comfort Products Distributing, Lenexa, HQ
Comfort Products Distributing, Omaha, HQ	NE	68137	Carrier	United States	Comfort Products Distributing, Omaha, HQ
Comfort Products Distributing, Rapid City	SD	57702	Carrier	United States	Comfort Products Distributing, Rapid City
Comfort Products Distributing, Sioux Falls	SD	57104	Carrier	United States	Comfort Products Distributing, Sioux Falls
Comfort Products Distributing, Springfield	MO	65802	Carrier	United States	Comfort Products Distributing, Springfield
Comfort Products Distributing, Urbandale	IA	50323-2310	Carrier	United States	Comfort Products Distributing, Urbandale
Comfort Products, Wichita, HQ	NE	68137	Carrier	United States	Comfort Products, Wichita, HQ
Contractors HVAC Supply Inc. LE, Salt Lake City	KS	67213	Carrier	United States	Contractors HVAC Supply Inc. LE, Salt Lake City
Contractors HVAC Supply, Inc., Ogden	UT	84115-3423	Carrier	United States	Contractors HVAC Supply, Inc., Ogden
Dexcom International Corp	UT	84401	Carrier	United States	Dexcom International Corp
Distributor Corporation of New England, Malden, HQ	FL	33326	Carrier	United States	Distributor Corporation of New England, Malden, HQ
Distributor Corporation of New England, Portland	MA	02148-0004	Carrier	United States	Distributor Corporation of New England, Portland
Distributor Corporation of New England, Salem	ME	4092	Carrier	United States	Distributor Corporation of New England, Salem
Distributor Corporation of New England, Westwood	NH	3079	Carrier	United States	Distributor Corporation of New England, Westwood
Edward B. Ward & Company, Concord	MA	02090-2311	Carrier	United States	Edward B. Ward & Company, Concord
Edward B. Ward & Company, San Jose	CA	94520	Carrier	United States	Edward B. Ward & Company, San Jose
Edward B. Ward & Company, S. San Francisco, HQ, LE	CA	94080	Carrier	United States	Edward B. Ward & Company, S. San Francisco, HQ, LE
Equipment Sales Corporation, Mobile, HQ, LE	CA	95107	Carrier	United States	Equipment Sales Corporation, Mobile, HQ, LE
Equipment Sales Corporation, Montgomery	AL	36607	Carrier	United States	Equipment Sales Corporation, Montgomery
Florida Distribution HQ, Orlando Branch	AL	36107	Carrier	United States	Florida Distribution HQ, Orlando Branch
Florida Distribution, Clearwater, HQ	FL	32808	Carrier	United States	Florida Distribution, Clearwater, HQ
Florida Distribution, Jacksonville, HQ	FL	33762	Carrier	United States	Florida Distribution, Jacksonville, HQ
Florida Distribution, Orlando, LE	FL	32256	Carrier	United States	Florida Distribution, Orlando, LE
Gagnon & Associates	FL	32808	Carrier	United States	Gagnon & Associates
Habegger (CAC Distributing Co.) Dayton	ON	P3N 1B2	Carrier	Canada	Habegger (CAC Distributing Co.) Dayton
Habegger (CAC Distributing Co.) Lima	OH	45402	Carrier	United States	Habegger (CAC Distributing Co.) Lima
Habegger Corporation HQ, Cincinnati	OH	45804	Carrier	United States	Habegger Corporation HQ, Cincinnati
Habegger Corporation HQ, Dayton	OH	45232	Carrier	United States	Habegger Corporation HQ, Dayton
Habegger Corporation HQ, Evansville	IN	45402	Carrier	United States	Habegger Corporation HQ, Evansville
Habegger Corporation HQ, Louisville	IN	47713	Carrier	United States	Habegger Corporation HQ, Louisville
Habegger Corporation LE, Cincinnati	KY	40213	Carrier	United States	Habegger Corporation LE, Cincinnati
Habegger Corporation, Lexington	OH	45241	Carrier	United States	Habegger Corporation, Lexington
Habegger Corporation, South Bend	KY	40505	Carrier	United States	Habegger Corporation, South Bend
Habegger Corporation, Southport	IN	46601	Carrier	United States	Habegger Corporation, Southport
Habegger Corporation, Zanesville	IN	46237	Carrier	United States	Habegger Corporation, Zanesville
Hadco HQ, Kent	OH	43701	Carrier	United States	Hadco HQ, Kent
Hadco HQ, Spokane	WA	98032	Carrier	United States	Hadco HQ, Spokane
Hadco TL SC, Eugene	WA	99202	Carrier	United States	Hadco TL SC, Eugene
Hadco TL SC, Kirkland	OR	97402	Carrier	United States	Hadco TL SC, Kirkland
Hadco TL SC, Seattle	WA	98034	Carrier	United States	Hadco TL SC, Seattle
Hadco TL SC, Tacoma	WA	98134	Carrier	United States	Hadco TL SC, Tacoma
Hadco TL SC, Tigard	WA	98424	Carrier	United States	Hadco TL SC, Tigard
Koch Air HQ, Evansville	OR	97224	Carrier	United States	Koch Air HQ, Evansville
Koch Air HQ, Indianapolis	IN	47712	Carrier	United States	Koch Air HQ, Indianapolis
Koch Air HQ, Louisville	IN	46241	Carrier	United States	Koch Air HQ, Louisville
Koch Air HQ, St. Louis	KY	40299	Carrier	United States	Koch Air HQ, St. Louis
Koch Air, Bowling Green	MO	63110	Carrier	United States	Koch Air, Bowling Green
	KY	42101	Carrier	United States	

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Koch Air, Evansville, LE	IN	47744-0001	Carrier	United States	Koch Air, Evansville, LE
Koch Air, Ft. Wayne	IN	48825	Carrier	United States	Koch Air, Ft. Wayne
Koch Air, Lexington	KY	40503	Carrier	United States	Koch Air, Lexington
Koch Air, Paducah	KY	42003	Carrier	United States	Koch Air, Paducah
Lohmiller & Co., Colorado Springs	CO	80903	Carrier	United States	Lohmiller & Co., Colorado Springs
Lohmiller & Co., Denver, HQ	CO	80221	Carrier	United States	Lohmiller & Co., Denver, HQ
Lohmiller & Co., Ft. Collins	CO	80525	Carrier	United States	Lohmiller & Co., Ft. Collins
Mid-Atlantic Distribution, Baltimore, HQ	MD	21078	Carrier	United States	Mid-Atlantic Distribution, Baltimore, HQ
Mid-Atlantic Distribution, Charleston, HQ	WV	25560	Carrier	United States	Mid-Atlantic Distribution, Charleston, HQ
Mid-Atlantic Distribution, Norfolk, HQ	VA	23502	Carrier	United States	Mid-Atlantic Distribution, Norfolk, HQ
Mid-Atlantic Distribution, Northern Virginia, HQ	VA	20166	Carrier	United States	Mid-Atlantic Distribution, Northern Virginia, HQ
Mid-Atlantic Distribution, Richmond, HQ	VA	23230	Carrier	United States	Mid-Atlantic Distribution, Richmond, HQ
Mid-Atlantic Distribution, Roanoke, HQ	VA	23230	Carrier	United States	Mid-Atlantic Distribution, Roanoke, HQ
Mid-Atlantic Warehouse, Washington DC	VA	24018	Carrier	United States	Mid-Atlantic Warehouse, Washington DC
Mid-South Distribution, Chattanooga	VA	22301	Carrier	United States	Mid-South Distribution, Chattanooga
Mid-South Distribution, Kingsport	TN	37407-1424	Carrier	United States	Mid-South Distribution, Kingsport
Mid-South Distribution, Knoxville, Weisbrook Ln.	TN	37663	Carrier	United States	Mid-South Distribution, Knoxville, Weisbrook Ln.
Mid-South Distribution, Little Rock, HQ	TN	37908-1254	Carrier	United States	Mid-South Distribution, Little Rock, HQ
Mid-South Distribution, Memphis, Hickory Rd.	AR	72219-0470	Carrier	United States	Mid-South Distribution, Memphis, Hickory Rd.
Mid-South Distribution, Memphis, HQ	TN	38141	Carrier	United States	Mid-South Distribution, Memphis, HQ
Mid-South Distribution, Memphis, New Getwell Rd.	TN	38141	Carrier	United States	Mid-South Distribution, Memphis, New Getwell Rd.
Mid-South Distribution, Nashville, HQ	TN	38118-6903	Carrier	United States	Mid-South Distribution, Nashville, HQ
Mid-South Distribution, Nashville, LE	TN	37217-1501	Carrier	United States	Mid-South Distribution, Nashville, LE
Mid-South Distribution, Springdale	TN	37217	Carrier	United States	Mid-South Distribution, Springdale
Mingledorff's Inc., Atlanta	AR	72766-6847	Carrier	United States	Mingledorff's Inc., Atlanta
Mingledorff's Inc., Bryantair HVAC Distributors	GA	30318	Carrier	United States	Mingledorff's Inc., Bryantair HVAC Distributors
Mingledorff's Inc., Warner Robins	GA	30092	Carrier	United States	Mingledorff's Inc., Warner Robins
Mingledorff's Inc., Albany Distribution Center	GA	31093	Carrier	United States	Mingledorff's Inc., Albany Distribution Center
Mingledorff's Inc., Athens Distribution Center	GA	31707	Carrier	United States	Mingledorff's Inc., Athens Distribution Center
Mingledorff's Inc., Atlanta Distribution Center	GA	30622	Carrier	United States	Mingledorff's Inc., Atlanta Distribution Center
Mingledorff's Inc., Augusta Distribution Center	GA	30324	Carrier	United States	Mingledorff's Inc., Augusta Distribution Center
Mingledorff's Inc., Columbus Distribution Center	GA	30909	Carrier	United States	Mingledorff's Inc., Columbus Distribution Center
Mingledorff's Inc., Conyers Distribution Center	GA	31908	Carrier	United States	Mingledorff's Inc., Conyers Distribution Center
Mingledorff's Inc., Forest Park Distribution Center	GA	30013	Carrier	United States	Mingledorff's Inc., Forest Park Distribution Center
Mingledorff's Inc., Gainesville Distribution Center	GA	30297	Carrier	United States	Mingledorff's Inc., Gainesville Distribution Center
Mingledorff's Inc., Hilton Head Distribution Center	GA	30501	Carrier	United States	Mingledorff's Inc., Hilton Head Distribution Center
Mingledorff's Inc., Lawrenceville Distribution Center	SC	29928	Carrier	United States	Mingledorff's Inc., Lawrenceville Distribution Center
Mingledorff's Inc., Macon Branch & Distribution Center	GA	30043	Carrier	United States	Mingledorff's Inc., Macon Branch & Distribution Center
Mingledorff's Inc., Marietta Distribution Center	GA	30068	Carrier	United States	Mingledorff's Inc., Marietta Distribution Center
Mingledorff's Inc., Norcross Branch & Distribution Center, HQ	GA	30092	Carrier	United States	Mingledorff's Inc., Norcross Branch & Distribution Center, HQ
Mingledorff's Inc., Savannah Branch & Distribution Center	GA	31405	Carrier	United States	Mingledorff's Inc., Savannah Branch & Distribution Center
Mingledorff's Inc., Statesboro Distribution Center	GA	30458	Carrier	United States	Mingledorff's Inc., Statesboro Distribution Center
Mingledorff's Inc., Valdosta Distribution Center	GA	31602	Carrier	United States	Mingledorff's Inc., Valdosta Distribution Center
Minnesota Air, Inc., Bloomington	GA	55431	Carrier	United States	Minnesota Air, Inc., Bloomington
Minnesota Air, Inc., Bloomington, HQ, LE	MN	55438-2663	Carrier	United States	Minnesota Air, Inc., Bloomington, HQ, LE
Minnesota Air, Inc., Crystal	MN	55422	Carrier	United States	Minnesota Air, Inc., Crystal
Nor-Air HQ, Portland	MN	97293	Carrier	United States	Nor-Air HQ, Portland
North East Distribution HQ, Middletown Branch	OR	6457	Carrier	United States	North East Distribution HQ, Middletown Branch
North East Distribution HQ, West Caldwell	NJ	7006	Carrier	United States	North East Distribution HQ, West Caldwell
North East Distribution TL SC, West Caldwell	NJ	7006	Carrier	United States	North East Distribution TL SC, West Caldwell
North East Distribution, Manhattan	NY	10001	Carrier	United States	North East Distribution, Manhattan
North East Distribution, New York City, 34th St.	NY	10001	Carrier	United States	North East Distribution, New York City, 34th St.
North East Distribution, New York City, 36th St.	NY	10018	Carrier	United States	North East Distribution, New York City, 36th St.
North East Distribution, Buffalo	NY	14225	Carrier	United States	North East Distribution, Buffalo
North East Distribution, Farmingdale, HQ	NY	11735	Carrier	United States	North East Distribution, Farmingdale, HQ
North East Distribution, Hartford	CT	6114	Carrier	United States	North East Distribution, Hartford
North East Distribution, Lakewood	NJ	8701	Carrier	United States	North East Distribution, Lakewood

Carrier Corporation List of Distributors

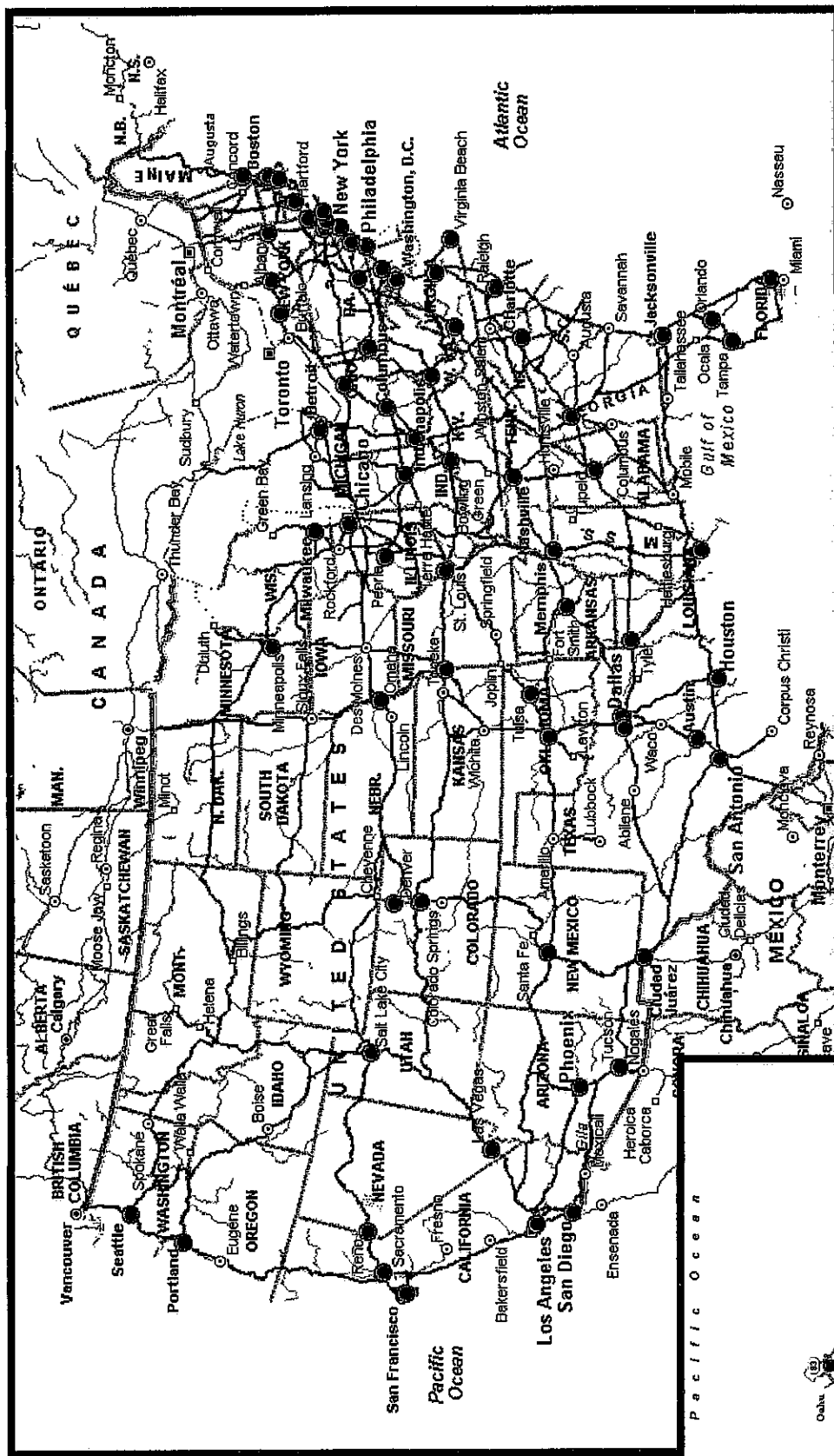
North East Distribution, Long Island City	North East Distribution, Long Island City	11101	Carrier	United States	North East Distribution, Long Island City
North East Distribution, New Haven	North East Distribution, New Haven	6114	Carrier	United States	North East Distribution, New Haven
North East Distribution, Norwalk	North East Distribution, Norwalk	6851	Carrier	United States	North East Distribution, Norwalk
North East Distribution, Rochester	North East Distribution, Rochester	14605	Carrier	United States	North East Distribution, Rochester
North East Distribution, Springfield	North East Distribution, Springfield	1104	Carrier	United States	North East Distribution, Springfield
North East Distribution, Stratford	North East Distribution, Stratford	6615	Carrier	United States	North East Distribution, Stratford
North East Distribution, Syracuse, HQ	North East Distribution, Syracuse, HQ	13210	Carrier	United States	North East Distribution, Syracuse, HQ
North East Distribution, Tonawanda	North East Distribution, Tonawanda	14150	Carrier	United States	North East Distribution, Tonawanda
North East Distribution, West Caldwell, LE	North East Distribution, West Caldwell, LE	7008	Carrier	United States	North East Distribution, West Caldwell, LE
North Texas Distribution, Irving, HQ	North Texas Distribution, Irving, HQ	75038	Carrier	United States	North Texas Distribution, Irving, HQ
North Texas Distribution, Irving, LE	North Texas Distribution, Irving, LE	75006	Carrier	United States	North Texas Distribution, Irving, LE
North Texas Distribution, Carrollton	North Texas Distribution, Carrollton	73108	Carrier	United States	North Texas Distribution, Carrollton
Oklahoma Distribution, Oklahoma City	Oklahoma Distribution, Oklahoma City	73108	Carrier	United States	Oklahoma Distribution, Oklahoma City
Oklahoma Distribution, Oklahoma City, HQ	Oklahoma Distribution, Oklahoma City, HQ	74146	Carrier	United States	Oklahoma Distribution, Oklahoma City, HQ
Peirce-Phelps, Allentown	Peirce-Phelps, Allentown	18109-9547	Carrier	United States	Peirce-Phelps, Allentown
Peirce-Phelps, Broomall	Peirce-Phelps, Broomall	19008-4310	Carrier	United States	Peirce-Phelps, Broomall
Peirce-Phelps, Camp Hill	Peirce-Phelps, Camp Hill	17001-0187	Carrier	United States	Peirce-Phelps, Camp Hill
Peirce-Phelps, Lancaster	Peirce-Phelps, Lancaster	17601-6805	Carrier	United States	Peirce-Phelps, Lancaster
Peirce-Phelps, NE Super Store	Peirce-Phelps, NE Super Store	19154	Carrier	United States	Peirce-Phelps, NE Super Store
Peirce-Phelps, Pennsauken	Peirce-Phelps, Pennsauken	08110-1502	Carrier	United States	Peirce-Phelps, Pennsauken
Peirce-Phelps, Philadelphia, Bryant, HQ	Peirce-Phelps, Philadelphia, Bryant, HQ	19114	Carrier	United States	Peirce-Phelps, Philadelphia, Bryant, HQ
Peirce-Phelps, Philadelphia, Carrier, HQ	Peirce-Phelps, Philadelphia, Carrier, HQ	19131-3031	Carrier	United States	Peirce-Phelps, Philadelphia, Carrier, HQ
Peirce-Phelps, Philadelphia, LE	Peirce-Phelps, Philadelphia, LE	19131-3031	Carrier	United States	Peirce-Phelps, Philadelphia, LE
Peirce-Phelps, Pleasantville	Peirce-Phelps, Pleasantville	8234	Carrier	United States	Peirce-Phelps, Pleasantville
Peirce-Phelps, State College	Peirce-Phelps, State College	16801	Carrier	United States	Peirce-Phelps, State College
Peirce-Phelps, Trenton	Peirce-Phelps, Trenton	08638-3205	Carrier	United States	Peirce-Phelps, Trenton
Peirce-Phelps, Valley Forge	Peirce-Phelps, Valley Forge	19403-3671	Carrier	United States	Peirce-Phelps, Valley Forge
Peirce-Phelps, Wilkes Barre	Peirce-Phelps, Wilkes Barre	18702-5801	Carrier	United States	Peirce-Phelps, Wilkes Barre
Peirce-Phelps, Wilmington	Peirce-Phelps, Wilmington	19804	Carrier	United States	Peirce-Phelps, Wilmington
Peirce-Phelps, York	Peirce-Phelps, York	17402-2224	Carrier	United States	Peirce-Phelps, York
R.J. Murray Company, Inc., Latham, LE	R.J. Murray Company, Inc., Latham, LE	12110	Carrier	United States	R.J. Murray Company, Inc., Latham, LE
Refrigeration Sales Corporation, Akron	Refrigeration Sales Corporation, Akron	05495-7247	Carrier	United States	Refrigeration Sales Corporation, Akron
Refrigeration Sales Corporation, Canton	Refrigeration Sales Corporation, Canton	44311	Carrier	United States	Refrigeration Sales Corporation, Canton
Refrigeration Sales Corporation, Cleveland, HQ	Refrigeration Sales Corporation, Cleveland, HQ	44103	Carrier	United States	Refrigeration Sales Corporation, Cleveland, HQ
Refrigeration Sales Corporation, Cleveland, LE	Refrigeration Sales Corporation, Cleveland, LE	44103	Carrier	United States	Refrigeration Sales Corporation, Cleveland, LE
Refrigeration Sales Corporation, Columbus, HQ	Refrigeration Sales Corporation, Columbus, HQ	44125	Carrier	United States	Refrigeration Sales Corporation, Columbus, HQ
Refrigeration Sales Corporation, Sandusky	Refrigeration Sales Corporation, Sandusky	43201	Carrier	United States	Refrigeration Sales Corporation, Sandusky
Robert Madden Industries, Ltd., Amarillo	Robert Madden Industries, Ltd., Amarillo	44870	Carrier	United States	Robert Madden Industries, Ltd., Amarillo
Robert Madden Industries, Ltd., Austin	Robert Madden Industries, Ltd., Austin	79105-0766	Carrier	United States	Robert Madden Industries, Ltd., Austin
Robert Madden Industries, Ltd., Lubbock, LE	Robert Madden Industries, Ltd., Lubbock, LE	76758	Carrier	United States	Robert Madden Industries, Ltd., Lubbock, LE
Robert Madden Industries, Ltd., Midland	Robert Madden Industries, Ltd., Midland	79464-4360	Carrier	United States	Robert Madden Industries, Ltd., Midland
Robert Madden Industries, Ltd., Odessa	Robert Madden Industries, Ltd., Odessa	79702-0134	Carrier	United States	Robert Madden Industries, Ltd., Odessa
Robert Madden Industries, Ltd., San Angelo	Robert Madden Industries, Ltd., San Angelo	79761	Carrier	United States	Robert Madden Industries, Ltd., San Angelo
Shore Distributors, Inc., Cambridge	Shore Distributors, Inc., Cambridge	76903	Carrier	United States	Shore Distributors, Inc., Cambridge
Shore Distributors, Inc., Chestertown	Shore Distributors, Inc., Chestertown	21613	Carrier	United States	Shore Distributors, Inc., Chestertown
Shore Distributors, Inc., Dover	Shore Distributors, Inc., Dover	21620	Carrier	United States	Shore Distributors, Inc., Dover
Shore Distributors, Inc., Easton	Shore Distributors, Inc., Easton	19901	Carrier	United States	Shore Distributors, Inc., Easton
Shore Distributors, Inc., Georgetown	Shore Distributors, Inc., Georgetown	21601	Carrier	United States	Shore Distributors, Inc., Georgetown
Shore Distributors, Inc., Grasonville	Shore Distributors, Inc., Grasonville	19947	Carrier	United States	Shore Distributors, Inc., Grasonville
Shore Distributors, Inc., Lewes	Shore Distributors, Inc., Lewes	21638	Carrier	United States	Shore Distributors, Inc., Lewes
Shore Distributors, Inc., Milford	Shore Distributors, Inc., Milford	19955	Carrier	United States	Shore Distributors, Inc., Milford
Shore Distributors, Inc., Ocean City	Shore Distributors, Inc., Ocean City	19963	Carrier	United States	Shore Distributors, Inc., Ocean City
Shore Distributors, Inc., Onley	Shore Distributors, Inc., Onley	21842	Carrier	United States	Shore Distributors, Inc., Onley
Shore Distributors, Inc., Pocomoke	Shore Distributors, Inc., Pocomoke	23418	Carrier	United States	Shore Distributors, Inc., Pocomoke
Shore Distributors, Inc., Salisbury, HQ	Shore Distributors, Inc., Salisbury, HQ	21852	Carrier	United States	Shore Distributors, Inc., Salisbury, HQ
		21802-2017	Carrier	United States	

Carrier Corporation List of Distributors

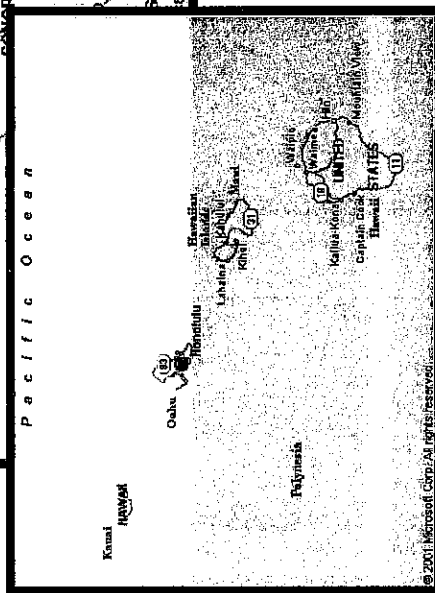
Sigler & Reeves, Albuquerque	Albuquerque	NM	87197-6344	Carrier	United States	Sigler & Reeves, Albuquerque
Sigler & Reeves, El Paso	El Paso	TX	79925-1421	Carrier	United States	Sigler & Reeves, El Paso
Sigler & Reeves, Gilbert	Gilbert	AZ	85233	Carrier	United States	Sigler & Reeves, Gilbert
Sigler & Reeves, Las Vegas	Las Vegas	NV	89103-4000	Carrier	United States	Sigler & Reeves, Las Vegas
Sigler & Reeves, Phoenix, HQ	Tolleson	AZ	85353	Carrier	United States	Sigler & Reeves, Phoenix, HQ
Sigler & Reeves, Tucson	Tucson	AZ	85713-5318	Carrier	United States	Sigler & Reeves, Tucson
Sigler Inc. LE, Phoenix	Phoenix	AZ	85017	Carrier	United States	Sigler Inc. LE, Phoenix
South Central Distribution HQ, Harahan	Harahan	LA	70123-3136	Carrier	United States	South Central Distribution HQ, Harahan
South Central Distribution, Baton Rouge	Baton Rouge	LA	70816-4238	Carrier	United States	South Central Distribution, Baton Rouge
South Central Distribution, Gulfport	Gulfport	MS	39503-4604	Carrier	United States	South Central Distribution, Gulfport
South Central Distribution, Lafayette	Lafayette	LA	70506-2302	Carrier	United States	South Central Distribution, Lafayette
South Central Distribution, Mandeville	Mandeville	LA	70471	Carrier	United States	South Central Distribution, Mandeville
South Central Distribution, Pearl	Pearl	MS	39208-3329	Carrier	United States	South Central Distribution, Pearl
South Central Distribution, Shreveport	Shreveport	LA	71106-2504	Carrier	United States	South Central Distribution, Shreveport
South Texas Distribution, Humble	Humble	TX	77338	Carrier	United States	South Texas Distribution, Humble
South Texas Distribution, Beaumont	Beaumont	TX	77701	Carrier	United States	South Texas Distribution, Beaumont
South Texas Distribution, Brownsville	Brownsville	TX	78521	Carrier	United States	South Texas Distribution, Brownsville
South Texas Distribution, College Station	College Station	TX	77845	Carrier	United States	South Texas Distribution, College Station
South Texas Distribution, Corpus Christi, Ayers	Corpus Christi	TX	78216	Carrier	United States	South Texas Distribution, Corpus Christi, Ayers
South Texas Distribution, Corpus Christi, Junior Beck	Corpus Christi	TX	78405	Carrier	United States	South Texas Distribution, Corpus Christi, Junior Beck
South Texas Distribution, Houston	Houston	TX	77024	Carrier	United States	South Texas Distribution, Houston
South Texas Distribution, Houston, Katy Rd., HQ	Houston	TX	77024	Carrier	United States	South Texas Distribution, Houston, Katy Rd., HQ
South Texas Distribution, Houston, Katy Rd., LE	Houston	TX	77024	Carrier	United States	South Texas Distribution, Houston, Katy Rd., LE
South Texas Distribution, Houston, Park Row	Houston	TX	77084	Carrier	United States	South Texas Distribution, Houston, Park Row
South Texas Distribution, Houston, Roxburgh Dr.	Houston	TX	77041-5202	Carrier	United States	South Texas Distribution, Houston, Roxburgh Dr.
South Texas Distribution, Houston, S. Sam Houston Pkwy	Houston	TX	77031	Carrier	United States	South Texas Distribution, Houston, S. Sam Houston Pkwy
South Texas Distribution, Laredo	Laredo	TX	78408	Carrier	United States	South Texas Distribution, Laredo
South Texas Distribution, Pasadena	Pasadena	TX	77506	Carrier	United States	South Texas Distribution, Pasadena
South Texas Distribution, Pharr	Pharr	TX	78577	Carrier	United States	South Texas Distribution, Pharr
South Texas Distribution, San Antonio, Alamo Downs	San Antonio	TX	78238	Carrier	United States	South Texas Distribution, San Antonio, Alamo Downs
South Texas Distribution, San Antonio, Arlon Pkwy	San Antonio	TX	78216	Carrier	United States	South Texas Distribution, San Antonio, Arlon Pkwy
South Texas Distribution, San Antonio, Arlon, Pkwy, HQ	San Antonio	TX	78216	Carrier	United States	South Texas Distribution, San Antonio, Arlon, Pkwy, HQ
South Texas Distribution, Spring	Spring	TX	77386	Carrier	United States	South Texas Distribution, Spring
South Texas Distribution, Webster	Webster	TX	77058	Carrier	United States	South Texas Distribution, Webster
Standard Air & Lite Corporation, Clarksburg	Shinnston	WV	26431	Carrier	United States	Standard Air & Lite Corporation, Clarksburg
Standard Air & Lite Corporation, Erie	Erie	PA	16501	Carrier	United States	Standard Air & Lite Corporation, Erie
Standard Air & Lite Corporation, Export	Export	PA	15632	Carrier	United States	Standard Air & Lite Corporation, Export
Standard Air & Lite Corporation, Pittsburgh	Pittsburgh	PA	15205	Carrier	United States	Standard Air & Lite Corporation, Pittsburgh
Standard Air & Lite Corporation, Pittsburgh, HQ	Pittsburgh	PA	15205	Carrier	United States	Standard Air & Lite Corporation, Pittsburgh, HQ
TEC Parts Division HQ, Lansing	Lansing	IL	60438	Carrier	United States	TEC Parts Division HQ, Lansing
TEC Parts Division, Libertyville	Libertyville	IL	60048	Carrier	United States	TEC Parts Division, Libertyville
TEC Parts Division, Melrose Park	Melrose Park	IL	60160	Carrier	United States	TEC Parts Division, Melrose Park
TEC Parts Division, Rockford	Rockford	IL	61104	Carrier	United States	TEC Parts Division, Rockford
Temperature Equipment Corp., Lansing, HQ - Chicago Metro	Lansing	IL	60438	Carrier	United States	Temperature Equipment Corp., Lansing, HQ - Chicago Metro
Temperature Equipment Corp., Lansing, LE	Lansing	IL	60438-1555	Carrier	United States	Temperature Equipment Corp., Lansing, LE
Temperature Systems, Inc., Green Bay	Green Bay	WI	54304	Carrier	United States	Temperature Systems, Inc., Green Bay
Temperature Systems, Inc., Madison, LE	Madison	WI	53718	Carrier	United States	Temperature Systems, Inc., Madison, LE
US Airconditioning Distributors, Anaheim	Anaheim	CA	92805	Carrier	United States	US Airconditioning Distributors, Anaheim
US Airconditioning Distributors, Bakersfield	Bakersfield	CA	93305	Carrier	United States	US Airconditioning Distributors, Bakersfield
US Airconditioning Distributors, Boise HQ	Boise	ID	83713	Carrier	United States	US Airconditioning Distributors, Boise HQ
US Airconditioning Distributors, Burbank	Burbank	CA	91508	Carrier	United States	US Airconditioning Distributors, Burbank
US Airconditioning Distributors, Cathedral City	Cathedral City	CA	92234	Carrier	United States	US Airconditioning Distributors, Cathedral City
US Airconditioning Distributors, Chatsworth	Chatsworth	CA	91311	Carrier	United States	US Airconditioning Distributors, Chatsworth
US Airconditioning Distributors, City of Industry	City of Industry	CA	91748	Carrier	United States	US Airconditioning Distributors, City of Industry
US Airconditioning Distributors, City of Industry, HQ	City of Industry	CA	91748-1012	Carrier	United States	US Airconditioning Distributors, City of Industry, HQ
US Airconditioning Distributors, City of Industry, LE	City of Industry	CA	91748-1012	Carrier	United States	US Airconditioning Distributors, City of Industry, LE
US Airconditioning Distributors, Culver City	Culver City	CA	90232	Carrier	United States	US Airconditioning Distributors, Culver City
US Airconditioning Distributors, El Centro	El Centro	CA	92243	Carrier	United States	US Airconditioning Distributors, El Centro

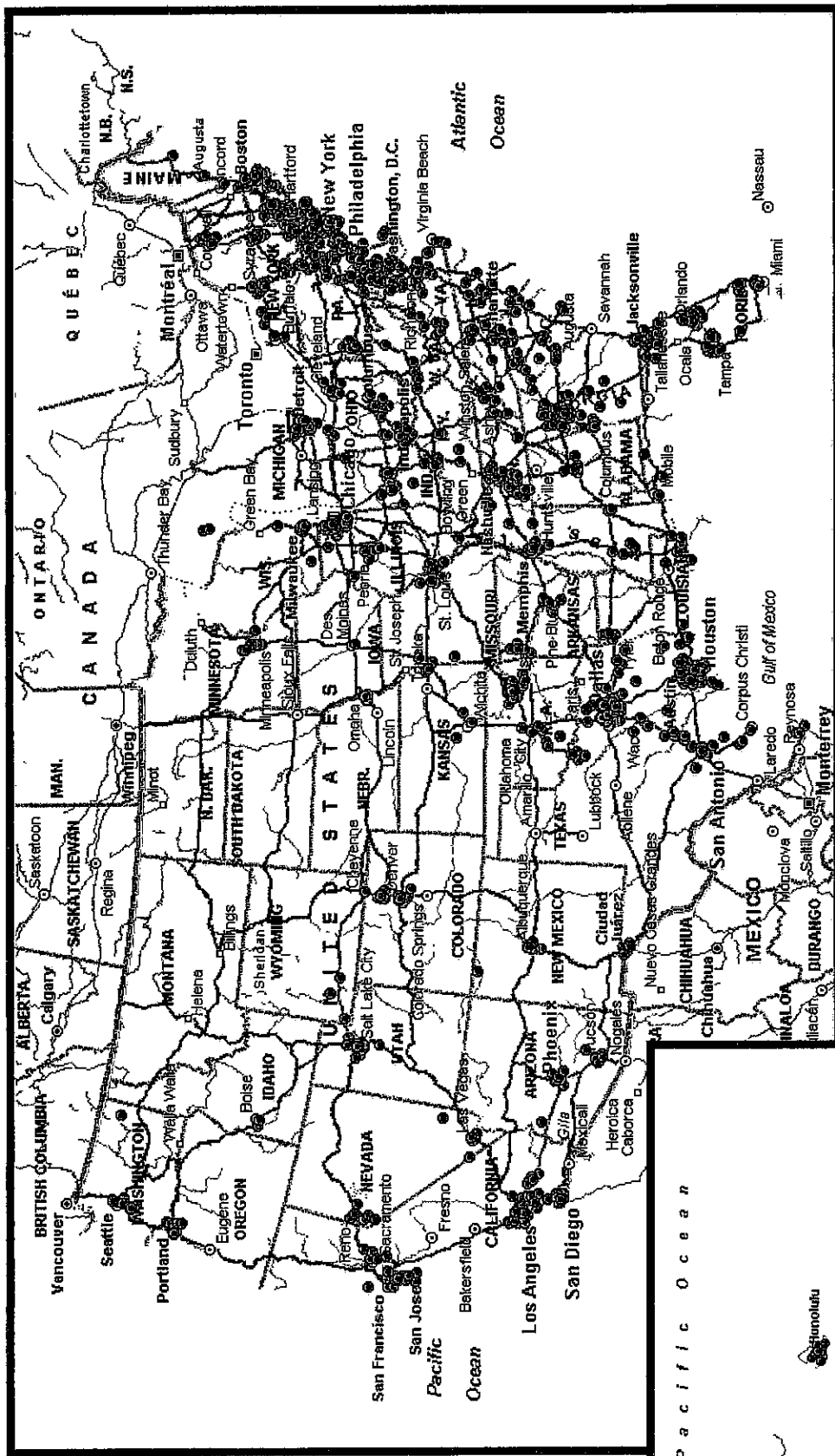
Carrier Corporation List of Distributors

US AirConditioning Distributors, Escondido	CA	92029	Carrier	United States	US AirConditioning Distributors, Escondido
US AirConditioning Distributors, Hesperia	CA	92345	Carrier	United States	US AirConditioning Distributors, Hesperia
US AirConditioning Distributors, Idaho Falls	ID	83402	Carrier	United States	US AirConditioning Distributors, Idaho Falls
US AirConditioning Distributors, Lake Forest	CA	92630	Carrier	United States	US AirConditioning Distributors, Lake Forest
US AirConditioning Distributors, Lancaster	CA	93535	Carrier	United States	US AirConditioning Distributors, Lancaster
US AirConditioning Distributors, Newbury Park	CA	91320	Carrier	United States	US AirConditioning Distributors, Newbury Park
US AirConditioning Distributors, North Hollywood	CA	91605	Carrier	United States	US AirConditioning Distributors, North Hollywood
US AirConditioning Distributors, Ontario	CA	91764	Carrier	United States	US AirConditioning Distributors, Ontario
US AirConditioning Distributors, Orem	UT	84058	Carrier	United States	US AirConditioning Distributors, Orem
US AirConditioning Distributors, Oxnard	CA	93030	Carrier	United States	US AirConditioning Distributors, Oxnard
US AirConditioning Distributors, Paso Robles	CA	93447	Carrier	United States	US AirConditioning Distributors, Paso Robles
US AirConditioning Distributors, Riverside	CA	92507	Carrier	United States	US AirConditioning Distributors, Riverside
US AirConditioning Distributors, Saint George	UT	84790	Carrier	United States	US AirConditioning Distributors, Saint George
US AirConditioning Distributors, San Bernardino	CA	92410	Carrier	United States	US AirConditioning Distributors, San Bernardino
US AirConditioning Distributors, San Diego	CA	92123	Carrier	United States	US AirConditioning Distributors, San Diego
US AirConditioning Distributors, Santa Ana	CA	92705	Carrier	United States	US AirConditioning Distributors, Santa Ana
US AirConditioning Distributors, Santa Barbara	CA	93103	Carrier	United States	US AirConditioning Distributors, Santa Barbara
US AirConditioning Distributors, Santa Fe Springs	CA	90670	Carrier	United States	US AirConditioning Distributors, Santa Fe Springs
US AirConditioning Distributors, Signal Hill	CA	90806	Carrier	United States	US AirConditioning Distributors, Signal Hill
US AirConditioning Distributors, Temecula	CA	92590	Carrier	United States	US AirConditioning Distributors, Temecula
US AirConditioning Distributors, Salt Lake City	UT	84115	Carrier	United States	US AirConditioning Distributors, Salt Lake, HQ
US AirConditioning Distributors, Fresno	CA	93721	Carrier	United States	Valair, Fresno
US AirConditioning Distributors, Sacramento	CA	95826	Carrier	United States	Valair, Sacramento
US AirConditioning Distributors, Bellevue	WA	98007-6467	Carrier	United States	Washington Air Reps - Seattle
US AirConditioning Distributors, Spokane	WA	99208	Carrier	United States	Washington Air Reps - Spokane
US AirConditioning Distributors, Coconut Grove	FL	33133	Carrier	United States	
US AirConditioning Distributors, Anniston	AL	36201	Carrier	United States	Weathertech Distributing Company, Inc., Anniston
US AirConditioning Distributors, Huntsville	AL	35816	Carrier	United States	Weathertech Distributing Company, Inc., Huntsville
US AirConditioning Distributors, Irondale	AL	35210	Carrier	United States	Weathertech Distributing Company, Inc., Irondale, HQ, LE
US AirConditioning Distributors, Tuscaloosa	AL	35401-4642	Carrier	United States	Weathertech Distributing Company, Inc., Tuscaloosa
US AirConditioning Distributors, Bettendorf	IA	52722	Carrier	United States	Yeomans Distributing Company, Bettendorf
US AirConditioning Distributors, Peoria	IL	61615-1920	Carrier	United States	Yeomans Distributing Company, Peoria, HQ



Red dots indicate service offices



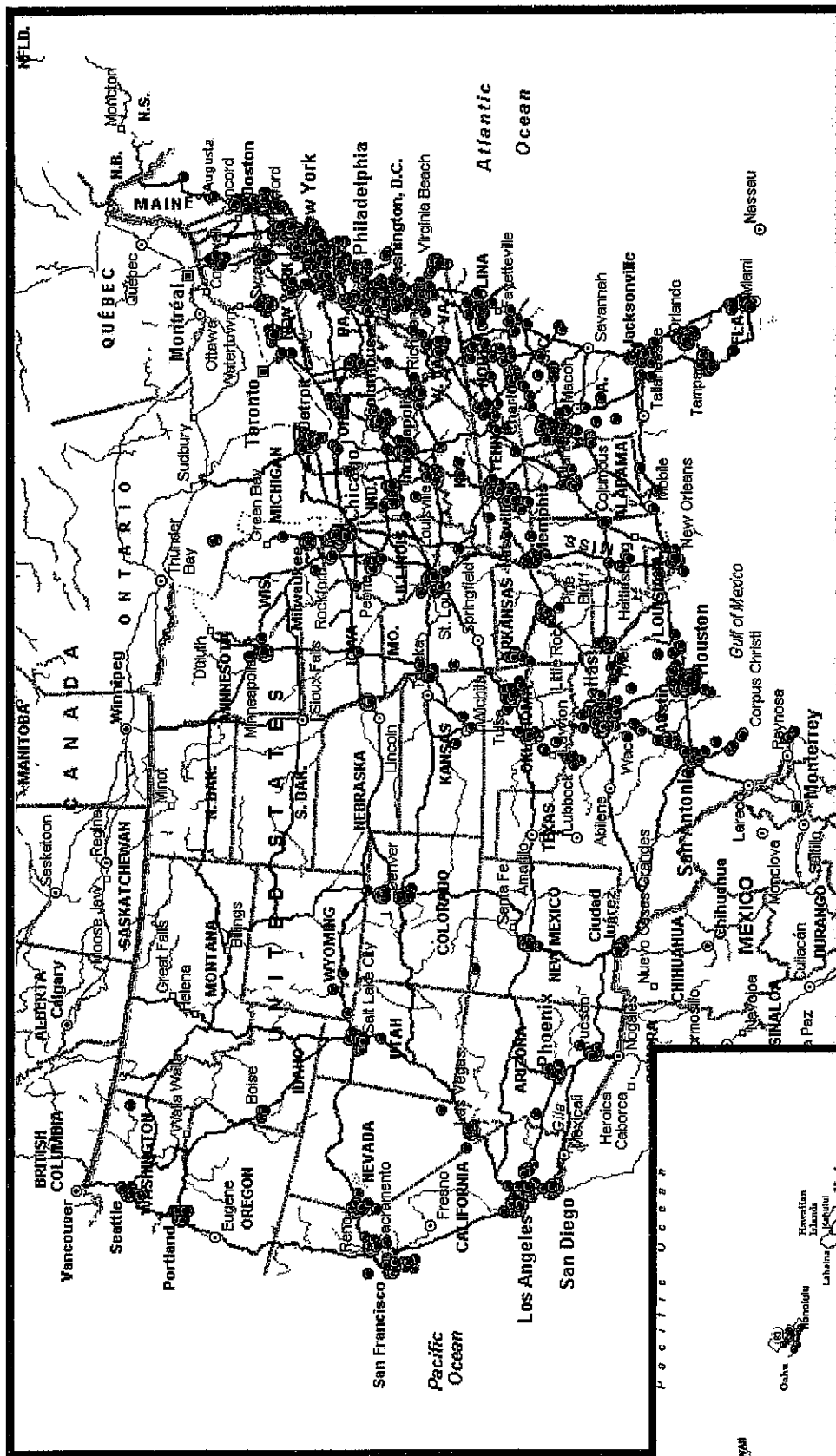


Blue dots indicate technician locations

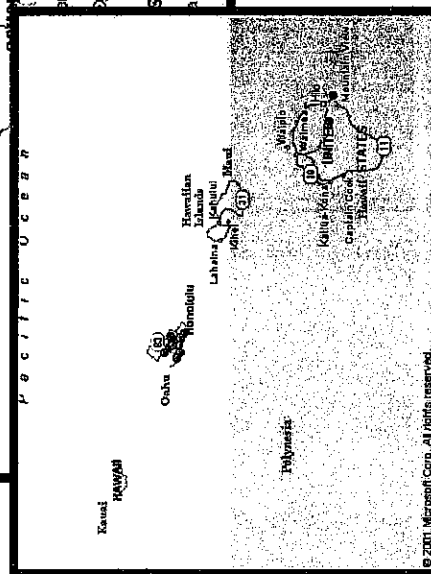
Pacific Ocean



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Blue dots indicate technician locations
 Red dots indicate service offices





REGIONAL SERVICE DESIGNATION

The Local Government Purchasing Cooperative will assume that you will service cooperative members statewide unless you designate otherwise using this form!

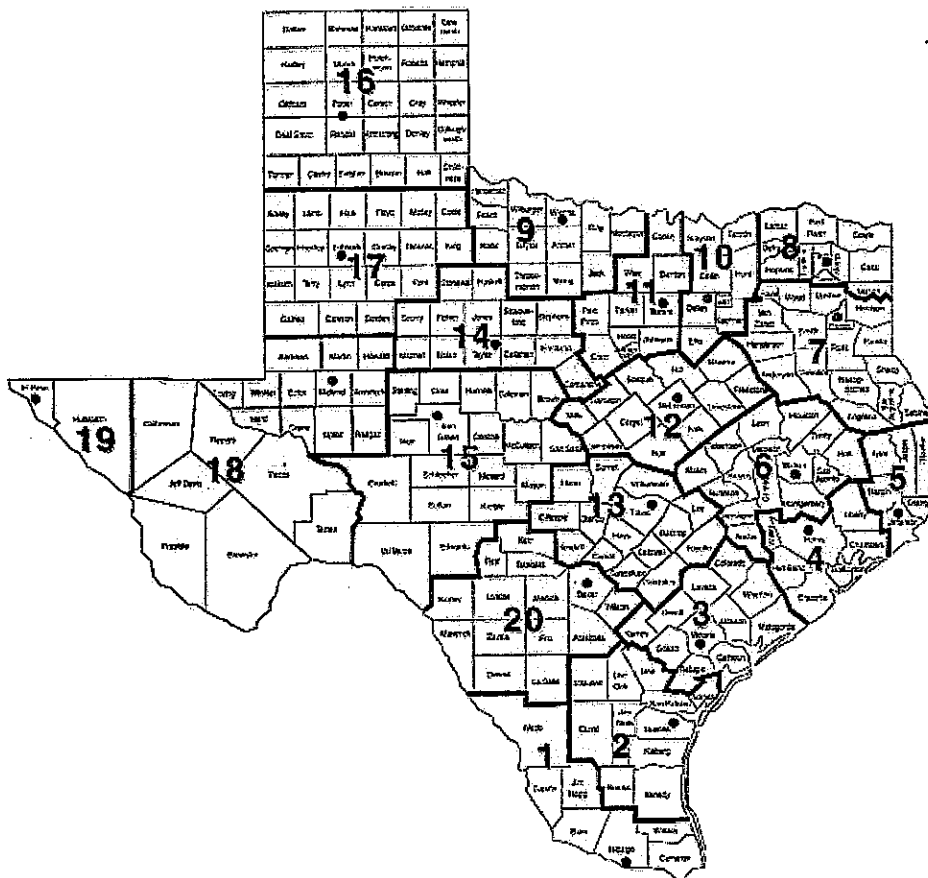
The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service cooperative members statewide. If you do not wish to service the entire state, you MUST indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight to members in outlying regions, but the boxes you check below will indicate that you only wish to service members within that region during the term of this contract.

Regional Education Service Centers

☒ I plan to service all members of the cooperative statewide.

Place an "X" in the Boxes next to the regions you wish to service if you are not going to service the contract statewide.



Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Carrier Corporation

Company Name

Signature of Authorized Company Official



STATE SERVICE DESIGNATION

The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service other governmental entities in the continental United States. If you do not wish to service the entire continental United States, you **MUST** indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight in other states. Check the states you wish to serve:

☐ Alabama	☐ Nebraska
☐ Arizona	☐ Nevada
☐ Arkansas	☐ New Hampshire
☐ California (Public Contract Code 20118 & 20652)	☐ New Jersey
☐ Colorado	☐ New Mexico
☐ Connecticut	☐ New York
☐ Delaware	☐ North Carolina
☐ District of Columbia	☐ North Dakota
☐ Florida	☐ Ohio
☐ Georgia	☐ Oklahoma
☐ Idaho	☐ Oregon
☐ Illinois	☐ Pennsylvania
☐ Indiana	☐ Rhode Island
☐ Iowa	☐ South Carolina
☐ Kansas	☐ South Dakota
☐ Kentucky	☐ Tennessee
☐ Louisiana	☐ Utah
☐ Maine	☐ Vermont
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ Washington
☐ Michigan	☐ West Virginia
☐ Minnesota	☐ Wisconsin
☐ Mississippi	☐ Wyoming
☐ Missouri	
☐ Montana	

☒ I plan to service all states listed

This State Service Designation form will be used to ensure that you can service other governmental entities throughout the continental United States. Please sign to indicate that you understand your service commitments during the term of this contract.

Carrier Corporation
Company Name

Signature of Authorized Company Official



CONTRACT & PRICE/DISCOUNT COMPARISON FORM

The Local Government Purchasing Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers. Please respond to the following questions.

1. Provide the dollar value of sales to government entities at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ _____. State beginning and ending of the 12 month period. _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts which you offer the Cooperative equal to or better than your best price offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ☐ NO ☒.
3. Based on your written discounting policies, provide information as requested for other governmental customers. The information should be provided in the chart below or in an equivalent format. Rows should be added to accommodate as many customers as required.

Purchasing Group	Discount	Quantity/Volume	FOB Term
1. Federal General Services Adm.	(no formal agreement in place)		
2. TX Building & Procurement Comm.	(no formal agreement in place)		
3. U.S. Communities Purchasing Alliance	(no formal agreement in place)		
4. The Cooperative Purchasing Network	(no formal agreement in place)		
5. Houston-Galveston Area Council	(no formal agreement in place)		
6. Other:			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS:

For all current Buyboard vendors, indicate below discount for current Buyboard contract, the proposed discount in this proposal and if any difference, please explain:

Current Discount: Varies based on product/service Proposed Discount: Varies based on product/service

Explanation: _____

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Carrier Corporation
Company Name

[Signature]
Signature of Authorized Company Official



REFERENCE & PRICE/DISCOUNT INFORMATION

PART I: For proposal response to be considered each vendor must supply a minimum of five (5) references, preferably governmental entities in Texas. Please fill out all of the following information including existing price/discounts offered to each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Texas Interlocal Purchasing System	Kim Thompson	903-575-2608		confidential information	
2. Autozone	Terry Todd	901-495-8841		confidential information	
3. Thomas Properties Group, L. P.	Joseph A. Moran	610-290-9335		confidential information	
4. Apple Computer Stores	Jeff White	408-974-8221		confidential information	
5. Supervalu/Alberton's	Larry Meeker	208-395-4984		confidential information	

Attach sheet(s) as necessary

Do any deviations from your written policies or standard governmental sales practices disclosed in the above chart ever result in better discounts (lower prices) than indicated? YES ☐ NO ☐. If YES, explain deviations: N/A

PART II: For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform the Buyboard membership of your company's contract with the Buyboard initially and how will your company continue to support the Buyboard for the duration of the contract period?) (Attach additional pages if necessary.)

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Carrier Corporation
Company Name

[Signature]
Signature of Authorized Company Official



REFERENCE & PRICE/DISCOUNT INFORMATION

PART II: For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform the Buyboard membership of your company's contract with the Buyboard initially and how will your company continue to support the Buyboard for the duration of the contract period?)

CARRIER RESPONSE:

- Carrier National Accounts will provide a single point contact for TLGPC to be used as a focal point for information and assistance. If a TLGPC Buyboard member needs assistance in contacting the correct service facility or equipment/parts distributor center then the single point contact will help facilitate their needs. The single point contact will also service as a direct contact for concerns or Buyboard member disputes with any Carrier facility.
- Carrier owns and operates over 90 service offices in addition to over 500 equipment distribution & Total Line parts facilities around the country.
- When any of Carrier services or equipment & parts pricing is required by one of the TLGPC Buyboard members, they will be directed to one of Carrier's locations for assistance by their single point contact.
- The TLGPC Buyboard member price/discount program will be distributed to all of Carrier's service and equipment facilities in order to insure pricing guidelines are followed. A conference call will be coordinated to facilitate a Roll Out of the program to all the Carrier facilities involved.
- Carrier National Accounts will be provided a complete list of the Buyboard members by TLGPC. This list will contain an updated and accurate list of all pertinent contact information to include; names, addresses and phone numbers for each of its Buyboard members and to be updated periodically as required.
- Carrier also maintains an equipment & technical sales force at each of its equipment and service facilities. These offices will be notified collectively of the TLGPC agreement. The TLGPC Buyboard member contact information will be given to the sales force for each of their designated areas. Each of these offices will be instructed to contact the TLGPC members to introduce themselves. These offices will also provide ongoing support for their service and equipment needs. It will be the sales force directive to contact Buyboard members periodically to insure their needs are being met.
- A dedicated Efax number will be provided for all PO's to be faxed to. When PO's are received they will be transferred to the designated Carrier service or equipment facility to be processed. It is critical that the PO contain the proper contact information for the sales or equipment office that generated the quote or that a copy of the quote be sent with the PO to insure it is handled properly and without delays.
- All PO's received from TLGPC to Carrier's dedicated Efax number will additionally be sent to Carrier's business administrative office in Syracuse, NY for records keeping. All invoices from TLGPC will be sent to Carrier's administrative office in Syracuse, NY for processing.

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING
CONFIDENTIAL – March 19, 2008

A. CARRIER HVAC PRODUCTS:

<u>Model</u>	<u>Description</u>	<u>% Discount Off List/Master</u>
39L Series	Air Handlers	65
39M Series	Air Handlers	65
39MW Series	Air Handlers	65
35 Series	Air Terminals	60
37 Series	Air Terminals	60
45 Series	Air Terminals	60
16 Series	Absorption Chillers	65
19XR	Centrifugal Chillers	65
30 RA/RB/XA Series	Packaged Air Cooled Chillers	65
30HW/HK/HX Series	Packaged Water Cooled Chillers	65
	Duct Free Splits	
42 Series	Fan Coils/ PTACs	60
48 Series	Gas/Electric Rooftops	65
50 Series	Electric Rooftops	65
50 Series	Heatpump Rooftops	65
38 Series	Split System Condensing Units	60
40 Series	Split System DX-Fan Coil Units	60
28 Series	Split System Evaporator Coils	50
50B Series	Vertical Packaged Cooling Units	60
	Water Source Heat Pumps	

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING
CONFIDENTIAL – March 19, 2008**

B. CARRIER PARTS:

<u>Model</u>	<u>Description</u>	<u>% Discount Off List/Master</u>
RCD Parts	Replacement Parts	40

C. HVAC SERVICE:

Labor rate structure for the State of Texas will not exceed the following:

<u>Straight Time</u>	<u>Over Time</u>	<u>Double Time</u>
\$93.75 per hour	\$140.63 per hour	\$187.50 per hour

Service Agreements = Service Plus Less 10%

D. CONTROLS/TURNKEY OPTIMIZATION PROGRAM:

Special Quotation Using the above Discount Schedule

E. CARRIER RENTAL SYSTEMS:

Preferred Account Pricing Schedule

Pricing Notes:

1. The "Discount" list above established the normal price for the products and services. The actual price may be lower, based on the quantity, product mix or other factors.
2. Due to the new product introductions and constant upgrading of existing products, Carrier reserves the right to amend this Price Schedule every six months.
3. The listed labor rates are applicable to Texas only and subject to change annually. The labor discount rate structure in other states, covered under this agreement, will be provided upon request but are established as a minimum 5% discount below advertised local rates.



12007 Research Boulevard, Austin, Texas 78759-2439
Phone: 800-695-2919 Fax: 800-211-5454

1. Forms Checklist

- ☐ Completed - Notice Proposal Invitation -- Form A
- ☐ Completed -- Vendor Purchase Order, RFQ, and Invoice Receipt Options -- Form B
- ☐ Completed -- Felony Convictions Disclosure Statement -- Form C
- ☐ Completed -- Out of State Certification Page -- Form D
- ☐ Completed -- Historically Underutilized Business (HUB) - Form E
- ☐ Completed -- Deviations/Compliance Signature Page -- Form F
- ☐ Completed -- Dealerships Listing -- Form G
- ☐ Completed -- Regional Service Area Designation -- Form H
- ☐ Completed -- State Service Designation -- Form I
- ☐ Completed - Contract and Price/Discount Comparison Form -- Form J
- ☐ Completed -- Reference & Price/Discount Information - Form K
- ☐ Completed -- Proposal Forms and Catalogs/Pricelists

Form L

Trade Services Labor, Etc. #296-08

NOTE: Vendor is required to provide and maintain appropriate levels of insurance/bonding sufficient to perform services specified.

Item #	Short Description	Full Description	Hourly Labor Rate	DEFINE SERVICES (attach detailed information). Clearly define the services that are provided. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
		Section I: Electrical Labor	Hourly Labor Rate	
1	Electrical Labor, Unskilled	<u>Electrical Labor, Helper</u> -- state the <u>hourly labor rate</u> for unskilled electrical labor.	\$ _____/Hour	(attach detailed information including any applicable license numbers and detail)
2	Electrical Labor, Skilled	<u>Electrical Labor, Skilled</u> -- state the <u>hourly labor rate</u> for skilled electrical labor.	\$ _____/Hour	(attach detailed information including any applicable license numbers and detail)
3	All Other Electrical Labor	<u>All Other Electrical Labor</u> -- state the <u>hourly labor rate</u> for all other electrical labor.	\$ _____/Hour	(attach detailed information including any applicable license numbers and detail)
		Section II: Plumbing Labor	Hourly Labor Rate	
4	Plumbing Labor, Unskilled	<u>Plumbing Labor, Helper</u> -- state the <u>hourly labor rate</u> for unskilled plumbing labor.	\$ _____/Hour	(attach detailed information including any applicable license numbers and detail)
5	Plumbing Labor, Skilled	<u>Plumbing Labor, Skilled</u> -- state the <u>hourly labor rate</u> for skilled plumbing labor.	\$ _____/Hour	(attach detailed information including any applicable license numbers and detail)
6	All Other Plumbing Labor	<u>All Other Plumbing Labor</u> -- state the <u>hourly labor rate</u> for all other plumbing labor.	\$ _____/Hour	(attach detailed information including any applicable license numbers and detail)

Trade Services Labor, Etc. #296-08

NOTE: Vendor is required to provide and maintain appropriate levels of insurance/bonding sufficient to perform services specified.

Item #	Short Description	Full Description	Hourly Labor Rate	DEFINE SERVICES (attach detailed information). Clearly define the services that are provided. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
		Section III: HVAC Labor	Hourly Labor Rate	
7	HVAC Labor, Unskilled	HVAC Labor, Helper -- state the <u>hourly labor rate</u> for unskilled HVAC labor.	\$ 93.75 ____/Hour	(attach detailed information including any applicable license numbers and detail)
8	HVAC Labor, Skilled	HVAC Labor, Skilled -- state the <u>hourly labor rate</u> for skilled HVAC labor.	\$ 93.75 ____/Hour	(attach detailed information including any applicable license numbers and detail)
9	All Other HVAC Labor	All Other HVAC Labor -- state the <u>hourly labor rate</u> for all other HVAC labor.	\$ 93.75 ____/Hour	(attach detailed information including any applicable license numbers and detail)
		Section IV: Materials	Discount	List Category of Materials Below (electrical, plumbing or HVAC)
10	Discount Off All Materials, Supplies, Etc.	State the discount off all Materials, Supplies, Etc.	____Varies ____%	Please see attached.

From: [Scutella, Kristen](#) [CAR](#)
To: [Natalie England;](#)
cc: [Scutella, Kristen](#) [CAR;](#)
Subject: Buyboard
Date: Monday, September 29, 2008 1:13:08 PM

Natalie,

I received your phone message and this email is to confirm that I would like to add Robert Madden to Carriers list of distributors . They are our totalline parts dealer in certain areas of Texas and will be helpful for your schools in the areas they cover.

Thanks

Kristen Scutella
Manager of Customer Solutions, National Accounts
Carrier Corporation
9300 Harris Corners Pkwy, Suite 220
Charlotte, NC 28269
PH. 704-599-4550 Ext 4059
Mobile: 704-201-9074
EFax 860-660-0748
Email Kristen.scutella@carrier.utc.com

Sharon McAfee

From: Melonie Chisholm
Sent: Friday, October 03, 2008 10:57 AM
To: Sharon McAfee
Subject: FW: Buyboard - URGENT
Attachments: THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING REV 1.doc
Importance: High

From: Scutella, Kristen CAR [mailto:Kristen.Scutella@carrier.utc.com]
Sent: Friday, October 03, 2008 10:50 AM
To: Melonie Chisholm; Natalie England
Cc: Scutella, Kristen CAR
Subject: RE: Buyboard - URGENT
Importance: High

To whom it may concern,

We have a problem with our submittal for the Buyboard which may cause a problem in a preferred vendor - we submitted our bid in same format as previous bids but it was mistaken that our discounts are 65% of master list - this was to be actually a multiplier of 65 (or .65 off of master list which is a 35% discount). This may cause a problem with our bid however we cannot keep a discount of 65% it is below our costs for goods.

Please notify me as soon as possible. I have attached the proper sheet for your review.

Thank you

Kristen Scutella
Manager of Customer Solutions, National Accounts
Carrier Corporation
9300 Harris Corners Pkwy, Suite 220
Charlotte, NC 28269
PH. 704-599-4550 Ext 4059
Mobile: 704-201-9074
EFax 860-660-0748
Email Kristen.scutella@carrier.utc.com

From: Melonie Chisholm [mailto:Melonie.Chisholm@tasb.org]
Sent: Wednesday, September 17, 2008 2:47 PM
To: Scutella, Kristen CAR
Subject: Buyboard

Attached is information regarding the award of our Proposal #305-08 HVAC Equipment & Supplies & Insulation of HVAC Equipment that will be effective on the Buyboard October 1, 2008. We look forward to working with you and your company during this contract period. Please let us know if you have questions or if you require additional information.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received. Please forward this information to Natalie England of our staff via e-mail: natalie.england@tasb.org.

If you are a new vendor, your Buyboard user id and password will be sent via e-mail prior to October 1.

We appreciate your continued support of the Buyboard!

NOTE: If you cannot see the letter after opening the attached document, while the attached document is open click on "View" and "Print Layout". This will allow you to see the document.

Melonie Chisholm
Buyboard Bid Administrator
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: melonie.chisholm@tasb.org



P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

September 17, 2008

Sent Via E-mail: Kristen.scutella@carrier.utc.com

Ms. Kristen Scutella
Carrier Corporation
9300 Harris Corners Parkway, Suite 2
Charlotte, NC 28269

Proposal Name & Number: HVAC Equipment & Supplies & Insulation of HVAC Equip. #305-08

Dear Ms. Scutella:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective October 1, 2008.

To see the items your company has been awarded, please review the proposal tabulation #305-08 on the following website: www.vendor.buyboard.com. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7154 or 1-800-695-2919.

Sincerely,

Melanie Chisholm
Melanie Chisholm



The Texas Local Government Purchasing Cooperative is a joint project of the
Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties



9959
X

NOTICE OF PROPOSAL INVITATION

Proposal Name: HVAC Equipment & Supplies &
Insulation of HVAC Equipment

Proposal Opening Date and Time:
July 29, 2008 at 2:00 PM

Proposal Number: 305-08

Location of Proposal Opening:
Texas Association of School Boards
Cooperative Purchasing Department
12007 Research Blvd.
Austin, TX 78759

Board Meeting Date: September, 2008

Contract Time Period: October 1, 2008 through
September 30, 2009 with two possible one-year
extensions

The undersigned authorized representative of the proposing company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing company indicated below, and
2. That he/she has carefully examined this Proposal Notice, the accompanying Proposal Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Proposal Invitation, and acknowledges the right of the Cooperative to maintain facsimile signatures as originals, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
4. That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this proposal at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
5. That any and all exceptions to the General Terms or Conditions of this proposal have been noted in writing in this proposal response, and that no other exceptions to the General Terms or Conditions will be claimed, and
6. That if any part of this proposal is accepted, he/she will satisfy the requirements identified in this Proposal Invitation related to (1) the submission of product information in electronic form for inclusion on the electronic catalog(s), (2) conducting business with Cooperative members and eligible nonprofit entities electronically, and (3) payment of a service fee in the amount of 2% of the dollar amount of purchase orders generated from any contract awarded under this Proposal Invitation.
7. It is the intent of the Cooperative to allow member entities to seek quotes through the Buyboard from awarded vendors to achieve quantity discounts.
8. Pricing is guaranteed to be the best offered by the vendor to similar customers.
9. Awarded proposals will not be active on the Buyboard until price sheets or catalogs are submitted in the proper format to be posted to the Buyboard.

Carrier Corporation

July 29, 2008

Name of Proposing Company
9300 Harris Corners Parkway Suite 220
STREET Address

Date

Signature of Authorized Company Official

Charlotte, NC 28269
City, State, Zip

Joe Summa

Printed Name of Authorized Company Official

(Office) 704-599-4550 ext 4059
Telephone Number of Authorized Company Official

VP of National Accounts

Position or Title of Authorized Company Official

860-660-0748
Fax Number of Authorized Company Official

06-0991716
Federal ID Number

RETURN THIS DOCUMENT (Forms A - K) IN SEALED PROPOSAL PACKAGE

Form A



VENDOR PURCHASE ORDER, RFQ, AND INVOICE RECEIPT OPTIONS

To help us ensure you receive orders from cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Invitation to Proposal. Orders will be available through one of two options:

Option 1: **Internet.** Vendors will need to have Internet access available to them and preferable an e-mail addresses so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to those vendors who choose this option to assist them with retrieving their orders.

Option 2: **Fax.** Vendors will need to have a designated fax line available at all times to receive purchase orders.

Company: Carrier Corporation

Contact Name: Kristen Scutella

Please choose only one of the following options for receipt of purchase orders:

☐ I plan to use the Internet to retrieve purchase orders.

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☒ I plan to receive purchase orders via fax.

Fax Number: 860-660-0748

Fax Contact: Kristen Scutella

Phone: 704-599-4550 ext 4059

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: Kristen.Scutella@carrier.utc.com

Alternate E-mail Address: Scott.Gillispie@carrier.utc.com

Please indicate the address and contact for receipt of invoices:

As part of any contract arising from this proposal, your company will be billed the two per cent (2%) service fee monthly. Please provide the following information regarding receipt of invoices that will be sent to your company for the fee:

Mailing address: Carrier Corporation, Carrier Parkway TR-4

Department: National Accounts

City: Syracuse

State: New York

Zip Code: 13221

Contact Name: Wendy Bireline

Phone: 315-432-3916

Fax: 860-998-0406

Email Address: wendy.bireline@carrier.utc.com



FELONY CONVICTION DISCLOSURE STATEMENT

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

- ☒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- ☐ My firm is not owned or operated by anyone who has been convicted of a felony.
- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

1. _____

2. _____

3. _____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Carrier Corporation
Company Name

Joe Sumner
Signature of Authorized Company Official



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

☐ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

☐ Minority Owned Business

☐ Small Business

☐ Women Owned Business

☒ My company has **NOT** been certified as a Historically Underutilized Business (HUB).

Carrier Corporation

Company Name



Signature of Authorized Company Official



DEVIATION & COMPLIANCE SIGNATURE FORM

If the undersigned proposer intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Cooperative of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

- ☐ No Deviations
☒ Yes Deviations

List any deviations your company is submitting below:
See Attachment, "Modifications to Terms & Conditions"

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Delivery Terms: ☐ FOB Destination (freight included in price) ☒ FOB Shipping Point (deviation to specs)
2. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Other: _____
4. Payment Terms: ☐ Net 30 days ☒ 1% in 10/Net 30 days ☐ Other: _____
5. Number of Days for Delivery: Will vary based on shipping point, shipping destination, product and factory load ARO
6. Vendor Reference/Quote Number: JEB-07292008
7. State your return policy: Carrier's return policy will be provided upon request at time of quote, specific to product(s) being quoted. There are different return policies applicable to the various products that Carrier manufactures or provides. All returns require prior approval.
8. Are electronic payments acceptable to your company: ☒ Yes ☐ No

Carrier Corporation
Company Name


Signature of Authorized Company Official

Modifications to The Local Government Purchasing Cooperative
Proposal # 305-08
Trade Services & Labor For Electrical, Plumbing, HVAC, Etc.
General terms and Conditions

- Article 12. Delivery & Transportation
 In line 18, delete the word "destination" and insert "shipping point"
- Article 21. Invoices, Packing Lists, and Payment
 In Line 14, delete words "stated on each individual... of payment terms" and insert "shall be net thirty (30) days from the date of invoice."
- Article 22. Remedies for Non-Performance of Contract, and Termination of Contract
 In line 42, delete last sentence.
- Article 26. Certifications Regarding Legal, Ethical and Other Matters
 i – Delete this section and insert "Vendor has provided its pricing to the Cooperative on a competitive basis and considers their price to be fair and reasonable based on the terms and conditions of the order."

 j – In line 4, before the word "patent" insert "U.S.".
- In line 4, after the word "contract" add "unless, however, the infringement arises because of 1) compliance with the member's specifications, or 2) the use of such merchandise in an infringing process or combination and such infringement would not arise from the use of such merchandise alone."
- Add the following new article:
- Article 36. Limitation of Liability
 "Notwithstanding anything contained in the bid or contract documents, in no event will Vendor be liable to the other for any incidental or consequential damages."



DEALERSHIP LISTINGS

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

See Attachments: Carrier Distributors & Carrier Service Offices

(Please Print)

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

CARRIER COMMERCIAL SERVICE OFFICE LOCATIONS WITH PHONE AND FAX NUMBERS

Office Name	Street	City	State	Zip Code	Telephone	Fax Number
Updated 04/25/2008						
Service						
Agawam	81 Ramah Circle South	Agawam	MA	01001	413-732-4373	413-821-0879
Albany	5 Hemlock Street	Latham	NY	12110	518-220-2044	518-220-2051
Albuquerque	9012 Washington N.E.	Albuquerque	NM	87113	505-345-5331	505-344-0148
Atlanta	2121 Newmarket Pkwy, Suite 136	Marietta	GA	30067	770-953-2394	770-988-0992
Austin	1130 Rutherford Lane, Suite 100	Austin	TX	78753	512-719-6400	512-719-6499
Automation Controls	1001 Shary Circle, #10	Concord	CA	94518	925-686-1500, x105	925-686-5209
Baltimore	3701 Commerce Drive, Suite 111	Baltimore	MD	21227	410-298-2400	443-568-0260
Binghamton	612 Vestal Parkway West	Vestal	NY	13850	607-786-5020	607-786-2420
Birmingham	238 Cahaba Valley Parkway	Pelham	AL	35124	205-987-3831	205-987-3834
Boise	619 N. Cloverdale Road	Boise	ID	83713	208-375-5710	208-375-5709
Boston	780 Dedham Street, Suite 100	Canton	MA	02021	781-774-6350	781-774-6351
Buffalo	2640 Walden Avenue	Buffalo	NY	14225	716-823-2200	716-681-0995
Charleston	PO Box 427 - 2 Mission Way	Scott Depot	WV	25560	304-757-0395	304-757-3018
Charlotte	9401-N Southern Pines Blvd.	Charlotte	NC	28273	704-525-2644	704-529-5603
Chicago Metro	655 West Grand Avenue, Suite 320	Elmhurst	IL	60126	630-516-3261	630-516-0156
Cincinnati	9910 Windisch Road	West Chester	OH	45069	513-759-1500	513-755-5195
Cleveland	9535 Midwest Avenue, Suite 112	Garfield Heights	OH	44125	216-663-8900	216-663-1171
Columbus	752 Brooksedge Plaza Drive	Westerville	OH	43081	614-781-3880	614-781-3883
Concord	1001 Shary Circle, #10	Concord	CA	94518	925-686-1500, x105	925-686-5209
Corpus Christi	1959 Saratoga Blvd. - Building 10	Corpus Christi	TX	78417	361-289-0944	361-289-6723
Dallas	2201 Midway Road, Suite 200	Carrollton	TX	75006	972-789-3420	972-789-3434
Dayton/satellite	6050 Milo Road	Dayton	OH	45414-3418	937-275-0645	937-275-0649
Denver	12742 E. Caley Avenue / Suite 2A	Centennial	CO	80111	303-796-0799	303-796-8879
Des Moines / satellite	1451 East 69th Place, Suite 45	Ankeny	IA	50021	515-964-9386	402-731-0377
Detroit	39205 Country Club Drive, Suite C40	Farmington Hills	MI	48331-5701	248-994-6200	248-994-6201
El Paso	1731 Myrtle Avenue, Building 2	El Paso	TX	79901	915-533-8367	915-533-8386
Fairfield	14-30 Madison Road	Fairfield	NJ	07004	973-227-4311	973-227-5477
Fairmont/satellite	503 Morgantown Ave, Suite 210	Fairmont	WV	26554	304-366-4100	304-366-4462
Farmingdale	175 Central Avenue, Suite 300	Farmingdale	NY	11735	631-501-5740	631-501-5766
Florida Panhandle	6529 Longview Steet	Navarre	FL	32566	850-939-3375	860-660-1100
Fort Collins	4700 Innovation Drive, Suite B3	Fort Collins	CO	80525	970-223-5050	970-223-9494
Fort Worth	2318 Pecan Court	Haltom City	TX	76117	817-838-4307	817-838-4398
Fresno	2612 N. Business Park Ave Suite 101	Fresno	CA	93727	559-346-0578	559-346-0583
Green River/SLC satellite	400 N. 1st East	Green River	WY	82935	801-486-5994	801-486-6588
Harrisburg	5060 Ritter Road, Suite B100	Mechanicsburg	PA	17055	717-796-2212	717-796-2215
Herndon	22630 Dulles Summit Court, Suite 135	Dulles	VA	20166	703-834-3900	703-834-1164
Honolulu	94-496 Ukee Street, Suite 301	Waipahu	HI	96797	808-487-5543	808-487-5547
Houston	100 Southbelt Industrial Drive	Houston	TX	77047	713-797-8900	713-797-8920
Indianapolis	3902 Hanna Circle, Suite C	Indianapolis	IN	46241	317-821-3000	317-821-3009
Jackson	2108 Highway 80, East, Suite C	Pearl	MS	39208	601-932-5272	601-932-5645
Jacksonville	8691 Western Way, Suite 2	Jacksonville	FL	32256	904-256-3100	904-256-3102
Jamesburg	1095 Cranbury South River Rd, Ste 23	Jamesburg	NJ	08831	609-655-3400	609-655-3595
Jonesboro/satellite	5405 Hwy 18 East	Jonesboro	AR	72401	870-802-0227	870-802-0390
Kansas City	8029 Flint	Lenexa	KS	66214	913-894-5581	913-894-5962
Knoxville/satellite	5901 Weisbrook Lane	Knoxville	TN	37909	865-558-0701	865-558-0702
Las Vegas	4444 W Russell Road, Suite E	Las Vegas	NV	89118	702-368-4338	702-368-1366
Little Rock	1805 Bond Avenue	Little Rock	AR	72206	501-945-6000	501-663-5673
Los Angeles	3050 Enterprise Street	Brea	CA	92631	714-985-5200	714-985-5338
Los Angeles Controls	3050 Enterprise Street	Brea	CA	92631	714-985-5200	714-985-5338
Louisville	11321 Decimal Drive	Louisville	KY	40299	502-267-7636	502-267-7081
Manhattan	516 West 34th Street, 3rd Floor	New York	NY	10001	917-339-9560	917-339-9593
Memphis	5191 Hickory Hill	Memphis	TN	38141	901-795-6760	901-795-3687
Menlo Park	160 C Constitution Drive	Menlo Park	CA	94025	650-462-1400	650-462-1405
Miami	2500 W Copans Road	Pompano Beach	FL	33069	954-247-2096	954-247-2033
Middletown	14 Industrial Park Place	Middletown	CT	06457	860-632-1918	860-632-1746
Milwaukee	3725 K North 126th Street	Brookfield	WI	53005	262-781-1609	262-781-1592
Minneapolis	7320 Oxford Street	St. Louis Park	MN	55426-4513	952-933-5300	952-933-1688
Nashville	909 Murfreesboro Road	Nashville	TN	37217	615-883-5888	615-883-1335
Nat'l Repair Ctr	100 Southbelt Industrial Drive	Houston	TX	77047	713-413-9667	713-797-8920
New Orleans	100 Alpha Drive, Suite 106	Destrehan	LA	70047	985-764-4300	985-764-7050

Updated: 7/24/2008

CARRIER COMMERCIAL SERVICE OFFICE LOCATIONS WITH PHONE AND FAX NUMBERS

Office Name	Street	City	State	Zip Code	Telephone	Fax Number
Newark	14-30 Madison Road	Fairfield	NJ	07004	973-227-6193	973-575-4566
Northern New England	24 Autumn Pond Park	Greenland	NH	03840	603-433-6640	603-433-6608
Northridge	18135 Napa Street	Northridge	CA	91325	818-734-1600	818-734-1420
Oklahoma City	315 Hudiburg Circle	Oklahoma City	OK	73108-1008	405-951-6700	405-951-6714
Omaha	5410 F Street	Omaha	NE	68117	402-731-0301	402-731-0377
Orlando	2000 Parks Oaks Avenue	Orlando	FL	32808	407-521-2218	407-532-7083
Peoria	1601 West Detweiller Drive	Peoria	IL	61615	309-692-5151	309-692-5181
Petaluma	1320 Industrial Ave, Suite # E	Petaluma	CA	94952	707-765-8525	707-765-8530
Philadelphia	4110 Butler Pike, Bldg #1, Suite A104	Plymouth Meeting	PA	19462	610-834-1717	610-834-0880
Phoenix	3802 East University, Suite 1	Phoenix	AZ	85034	602-470-2040	602-470-2055
Pittsburgh	135 Southpointe Drive	Bridgeville	PA	15017	412-221-6021	412-221-7753
Portland	7841 SW Cirrus Drive, Bldg 24	Beaverton	OR	97008	503-641-5540	503-641-7149
Raleigh	1711-A Corporation Parkway	Raleigh	NC	27604	919-250-6900	919-250-6924
Reno	121 Woodland Ave, Suite 180	Reno	NV	89523	775-747-5060	775-747-2593
Richmond	2800 E. Parham Rd.	Richmond	VA	23228	804-353-6412	804-355-4472
Roanoke	5346 Peters Creek Road NW	Roanoke	VA	24019	540-366-2471	540-366-1304
Rochester	105 Hudson Avenue	Rochester	NY	14605	585-359-4150	585-323-8617
Sacramento	1168 W. National Dr., Suite 50/60	Sacramento	CA	95834	916-928-9500	916-928-9222
Sacramento	1168 W. National Dr., Suite 50/60	Sacramento	CA	95834	916-928-9500	916-928-9222
Salt Lake City	400 Ironwood Drive	Salt Lake City	UT	84115	801-486-5994	801-486-6588
Salt Lake City Equipment Sales	400 Ironwood Drive	Salt Lake City	UT	84115	801-486-5994	801-486-6588
San Antonio	1010 Arion Parkway, #100	San Antonio	TX	78216	210-495-2600	210-495-4400
San Diego	7204 Clairemont Mesa Boulevard	San Diego	CA	92111	858-277-9790	858-277-9788
San Leandro Applied	10810 Bigge Street	San Leandro	CA	94577	510-563-5700	510-563-5732
San Leandro Unitary	1951A Fairway Drive	San Leandro	CA	94577	510-347-2000	510-347-2099
Saturn	MS 371-995-K35 100 Saturn Pkwy	Spring Hill	TN	37174	931-486-6969	931-486-6968
Seattle	3215 South 116th Street, Suite 133	Tukwila	WA	98168	206-439-0097	206-242-9512
Service USA	9300 Harris Corners Pkwy, Suite 220	Charlotte	NC	28269	704-599-4550	704-599-3289
Shreveport	1520 North Hearne Ave, Suite 100	Shreveport	LA	71107	318-222-8310	318-222-8317
Springfield/satellite	2305 E. Olive Ct., Suite A	Springfield	MO	65802	417-866-1972	417-866-3860
St. Louis	4669 Crossroads Industrial Drive	Bridgeton	MO	63044	314-739-8721	314-739-8485
Syracuse	5 Technology Place	East Syracuse	NY	13057	315-463-4526	315-432-0852
Tampa	8656 Elm Fair Boulevard	Tampa	FL	33610	813-621-6643	813-621-4493
Tonitown/satellite	372 Agnes Street	Springdale	AR	72762	479-361-1414	479-361-1415
Tucson	3781 N. Highway Drive Suite 103	Tucson	AZ	85705-6913	520-624-2966	520-624-1879
Tulsa	10405G E. 55th Pl.	Tulsa	OK	74146	918-664-4233	918-664-5953
Virginia Beach	341 Southport Circle	Virginia Beach	VA	23452	757-499-4169	757-490-3140
Westchester	301 Fields Lane	Brewster	NY	10509	845-276-2950	845-276-2864
Wichita/satellite	122 South Hydraulic	Wichita	KS	67211	316-263-3604	913-894-5962
Wilmington	126 Quigley Boulevard	New Castle	DE	19720	302-322-8870	302-322-1104
Worcester	63R Milton Street	Worcester	MA	01606	508-792-3231	508-792-3538
Canada Service						
Calgary	Bay 1, 3201 Ogden Road	Calgary	AB	T2G 4N4	403-287-4830	403-243-3556
Edmonton	11735-108th Avenue	Edmonton	AB	T5H 1B8	780-732-1496	403-243-3556
Hamilton	400 Parkdale Ave N #2-4	Hamilton	ON	L8H 5Y2	905-561-5329	905-561-5951
Hamilton Unitary	401 Parkdale Ave N #2-4	Hamilton	ON	L8H 5Y2		
London satellite	501 Newbold Street	London	ON	N6E 2S8	905-561-5329	905-561-5951
Mississauga Unitary						
Montreal	5060 Levy Street	Ville St. Laurent	QC	H4R 2P1	514-856-0736	514-856-8154
Ottawa	Baxter Center, 1050 Baxter Road	Ottawa	ON	K2C 3P1	613-820-0720	613-820-9462
Toronto	1515 Drew Road	Mississauga	ON	L5S 1Y8	905-405-3226	905-405-4009
Toronto Unitary	1515 Drew Road	Mississauga	ON	L5S 1Y8	905-671-0683	905-671-3199
Vancouver	8333 130TH St. #9	Surrey	BC	V3W 7X4	604-599-4305	604-599-4279
Winnipeg	1421 St. James Street, Unit #3	Winnipeg	MB	R3H 0Y9	204-790-3809	403-243-3556
Carrier Rental Systems (f/n/a HVAC)						
Charlotte-CRS	1237 Biscayne Drive	Concord	NC	28027	704-792-1330	704-792-1333
Lakeland-CRS	2710 South Combee	Lakeland	FL	33803	863-667-0101	863-665-1255
Beaumont-CRS	820 Freway Blvd.	Vidor	TX	77662	409-769-7818	409-769-7819

Updated: 7/24/2008

CARRIER COMMERCIAL SERVICE OFFICE LOCATIONS WITH PHONE AND FAX NUMBERS

<i>Office Name</i>	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Telephone</i>	<i>Fax Number</i>
Houston-CRS	40 Southbelt Industrial Drive	Houston	TX	77047	713-413-4200	713-413-3589
Baton Rouge-CRS	5291 Gateway Drive	Geismar	LA	70734	225-677-9200	225-677-9205
Swedesboro-CRS	1641 US 322, PO Box 100	Swedesboro	NJ	08085	856-241-0077	856-241-0498
Memphis-CRS	5657 Federal Avenue	Memphis	TN	38118	901-367-2600	901-367-1994
<i>Spot Coolers - Tollfree Number 800-3</i>						
Spot Coolers	444 E Palmatto Park Rd, Ste 200	Boca Raton	FL	33432	800-367-8765	888-750-5082

Organization Name	City	State	ZIP Code	Phone	FAX
A&H SUPPLY	NAMPA	ID	83651		
MADDEN)	AUSTIN	TX	78744	(512) 442-9000	(512) 442-2657
MADDEN)	MARBLE FALLS	TX	78654	(830) 693-9560	(830) 693-9817
MADDEN)	BASTROP	TX	78602	(512) 332-2852	(512) 332-2017
MADDEN)	SAN MARCOS	TX	78666	(512) 754-9019	(512) 754-8669
AIR FLOW SUPPLY (SIGLER)	TUCSON	AZ	85719	(520) 844-9500	(520) 620-1534
AIR FLOW SUPPLY (SIGLER)	CHANDLER	AZ	85226	(480) 446-7477	(480) 446-7077
AIREFCO INC	TUALATIN	OR	97062	(503) 692-3210	(503) 691-2392
AIREFCO/HADCO	FIFE	WA	98424	(253) 886-5351	
AIREFCO/HADCO SUPPLY	SPOKANE	WA	99202	(509) 534-1721	(509) 536-4009
AIREFCO/HADCO SUPPLY	TIGARD	OR	97224	(503) 639-7900	(503) 968-1260
AIREFCO/HADCO SUPPLY	SEATTLE	WA	98134	(206) 624-4840	(206) 623-5080
AIREFCO/HADCO SUPPLY	KIRKLAND	WA	98033	(425) 825-8448	(425) 825-8745
AIREFCO/HADCO SUPPLY	PORTLAND	OR	97214	(503) 234-7122	(503) 235-1325
AIREFCO/HADCO SUPPLY	EUGENE	OR	97402	(541) 431-0591	(541) 431-0813
AIREFCO/HADCO SUPPLY	MEDFORD	OR	97501	(541) 732-0102	(541) 732-0106
APPLIANCE & HEATING SUPPLY	BOISE	ID	83704	(208) 322-4066	(208) 377-5150
APPLIANCE & HEATING SUPPLY	BOISE	ID	83704	(208) 375-3393	(208) 375-2975
APPLIANCE & HEATING SUPPLY	IDAHO FALLS	ID	83401	(208) 552-7755	(208) 552-6694
AUER STEEL & HEATING	MILWAUKEE	WI	53209	(414) 463-1234	(414) 463-6803
AUER STEEL & HEATING	STURTEVANT	WI	53177	(262) 886-5055	(262) 886-5414
AUER STEEL & HEATING	WAUKESHA	WI	53186	(262) 798-9600	(262) 798-9602
AUER STEEL & HEATING	SHEBOYGAN	WI	53082	(920) 803-0771	(920) 803-0773
AUER STEEL & HEATING - APPLETON	APPLETON	WI	54914	(920) 733-4981	(920) 733-8660
AUER STEEL & HEATING - WESTON	WESTON	WI	54476	(715) 359-1515	(715) 359-1524
AUER STEEL TWIN CITIES	NEW HOPE	MN	55428	(763) 971-2910	(763) 971-2920
BEHLER YOUNG	ANN ARBOR	MI	48104	(734) 761-5511	(734) 761-7745
BEHLER YOUNG	HILLS	MI	48302	(248) 335-6527	(248) 335-5279
BEHLER YOUNG	FLINT	MI	48503	(810) 743-1160	(810) 743-2610
BEHLER YOUNG	JACKSON	MI	49203	(517) 789-7191	(517) 789-9902
BEHLER YOUNG	KALAMAZOO	MI	49001	(269) 343-5504	(269) 343-4850
BEHLER YOUNG	LANSING	MI	48917	(517) 371-1770	(517) 371-1521
BEHLER YOUNG	MUSKEGON	MI	49444	(231) 733-4421	(231) 739-5186
BEHLER YOUNG	SAGINAW	MI	48603	(989) 799-4805	(989) 799-7455
BEHLER YOUNG	TOLEDO	OH	43608	(419) 727-8700	(419) 727-8703
BEHLER YOUNG	TRAVERSE CITY	MI	49686	(231) 946-7391	(231) 946-1743
BEHLER YOUNG	WARREN	MI	48089	(586) 779-1730	(586) 775-8660
BEHLER YOUNG	GRAND RAPIDS	MI	49509	(616) 531-3400	(616) 531-6740
BEHLER YOUNG	TAYLOR	MI	48180	(734) 374-8231	(734) 374-0138
BEHLER YOUNG	LIVONIA	MI	48150	(734) 524-0623	(734) 524-0628
BEHLER YOUNG	NEW HUDSON	MI	48165	(248) 437-3070	(248) 437-2969
BRYANT ALBANY	ALBANY	NY	12205	(518) 456-3050	(518) 456-3075
BRYANT NO OHIO	VALLEY VIEW	OH	44125	(216) 459-0130	(216) 459-0422
BRYANT NORTHEAST	WOBURN	MA	01801	(781) 937-7600	(781) 937-7609
CARRIER CANADA	RICHMOND	BC	V6X1Z7		
CARRIER CANADA (TMT DISTR. CENTER)	BAIE D'URFE	C	HX93T1	(514) 457-2550	(514) 457-2383
CARRIER CAROLINAS	COLUMBIA	SC	29223	(803) 736-7770	(803) 736-5035
CARRIER CAROLINAS	COLUMBIA	SC	29201	(803) 799-8135	(803) 799-2455
CARRIER CAROLINAS	CHARLESTON	SC	29405	(843) 554-9108	(843) 744-3735
CARRIER CAROLINAS	GREENSBORO	NC	27410	(336) 299-0582	(336) 632-0735
CARRIER CAROLINAS	GREENVILLE	SC	29607	(864) 232-6633	(864) 232-7956
CARRIER CAROLINAS	MYRTLE BEACH	SC	29577	(843) 448-1128	(843) 626-9149
CARRIER CAROLINAS	SALEM	NC	27106	(336) 661-0070	(336) 767-6754
CARRIER CAROLINAS	MATTHEWS	NC	28105	(704) 845-1188	(704) 845-1198
CARRIER CAROLINAS	CHARLOTTE	NC	28208	(704) 394-7311	(704) 392-0979
CARRIER CAROLINAS	ASHEVILLE	NC	28806	(828) 670-9104	(828) 670-9115
CARRIER CAROLINAS	HICKORY	NC	28601	(828) 327-2099	(828) 327-3465
CARRIER CAROLINAS	RALEIGH	NC	27611	(919) 829-0155	(919) 821-4902
CARRIER CAROLINAS	RALEIGH	NC	27616	(919) 878-5611	(919) 876-4543

CARRIER CAROLINAS	WILMINGTON	NC	28403	(910) 251-0080	(910) 251-9101
CARRIER CAROLINAS	FAYETTEVILLE	NC	28304	(910) 425-6175	(910) 425-6492
CARRIER CAROLINAS	DURHAM	NC	27705	(919) 471-0666	(919) 471-1666
CARRIER CAROLINAS	GASTONIA	NC	28054	(704) 854-9914	(704) 854-9578
CARRIER CAROLINAS	SALISBURY	NC	28144	(704) 647-0011	(704) 647-0053
CARRIER CAROLINAS	ROCK HILL	SC	29730	(803) 817-6582	(803) 817-6585
CARRIER CAROLINAS	GREENVILLE	NC	27858	(252) 321-6290	(252) 321-6186
CARRIER CAROLINAS	FLORENCE	SC	29501	(843) 662-4593	(843) 664-0729
CARRIER FLORIDA	FT MYERS	FL	33912	(239) 768-9400	(239) 768-3088
CARRIER FLORIDA	JACKSONVILLE	FL	32256	(904) 256-3000	(904) 363-2066
CARRIER FLORIDA	ORLANDO	FL	32804	(407) 299-0502	(407) 292-9932
CARRIER FLORIDA	SARASOTA	FL	34236	(941) 366-8050	(941) 951-0506
CARRIER FLORIDA	TAMPA	FL	33610	(813) 620-4461	(813) 247-6541
CARRIER FLORIDA	MELBOURNE	FL	32904	(321) 722-0420	(321) 724-5869
CARRIER FLORIDA	BEACH	FL	33409	(561) 684-9933	(561) 683-3104
CARRIER FLORIDA	MIAMI	FL	33166	(786) 331-8113	(786) 331-8023
CARRIER FLORIDA	CLEARWATER	FL	33762	(727) 572-9433	(727) 573-5620
CARRIER FLORIDA	TALLAHASSEE	FL	32304	(850) 574-4296	(850) 574-4293
CARRIER FLORIDA	ORLANDO	FL	32808	(407) 299-0411	(407) 297-7828
CARRIER FLORIDA	PARK	FL	33009	(954) 894-7474	(954) 894-2442
CARRIER FLORIDA	BEACH	FL	32117	(386) 274-1012	(386) 274-4063
CARRIER FLORIDA	POMPANO	FL	33069	(954) 247-2099	(954) 247-2046
CARRIER FLORIDA	MIAMI	FL	33157	(786) 242-6973	(786) 293-2198
CARRIER FLORIDA	KISSIMMEE	FL	34741	(407) 944-0361	(407) 944-0998
CARRIER FLORIDA	OCALA	FL	34474	(352) 732-0796	(352) 732-6159
CARRIER FLORIDA	FORT PIERCE	FL	34945		
CARRIER FLORIDA	YBOR CITY	FL	33605		
CARRIER GREAT LAKES	LIVONIA	MI	48151	(734) 522-5000	(734) 522-7593
CARRIER GREAT LAKES	LANSING	MI	48911	(517) 882-2427	(517) 882-3722
CARRIER GREAT LAKES	TOLEDO	OH	43615	(419) 537-9424	(419) 537-1955
CARRIER GREAT LAKES	TROY	MI	48083	(248) 585-3910	(248) 585-6658
CARRIER GREAT LAKES	WYOMING	MI	49548	(616) 406-1645	(616) 406-1773
CARRIER GREAT LAKES	BURTON	MI	48529	(810) 715-9000	(810) 715-1480
CARRIER HAWAII	WAIPAHU	HI	96797	(808) 677-6339	(808) 677-6731
CARRIER HAWAII	HONOLULU	HI	96813	(808) 596-2665	(808) 593-0551
CARRIER HAWAII	KAILUA-KONA	HI	96740	(808) 326-2442	(808) 331-1098
CARRIER MID-ATLANTIC	SCOTT DEPOT	WV	25560	(304) 722-8760	(304) 722-8788
CARRIER MID-ATLANTIC	BELTSVILLE	MD	20705	(301) 470-1703	(301) 470-2610
CARRIER MID-ATLANTIC	NORFOLK	VA	23502	(757) 857-6061	(757) 855-6211
CARRIER MID-ATLANTIC	STERLING	VA	20166	(703) 326-5353	(703) 834-5534
CARRIER MID-ATLANTIC	ROANOKE	VA	24015	(540) 343-8054	(540) 343-4250
CARRIER MID-ATLANTIC	RICHMOND	VA	23230	(804) 355-0651	(804) 355-9552
CARRIER MID-ATLANTIC	ALEXANDRIA	VA	22301	(703) 548-0124	(703) 548-4934
CARRIER MID-ATLANTIC	OWINGS MILLS	MD	21117	(410) 581-3419	(410) 581-9721
CARRIER MID-ATLANTIC	HANOVER	MD	21076	(410) 981-4400	(410) 981-4449
CARRIER MID-ATLANTIC	BALTIMORE	MD	21220	(410) 391-4600	(410) 391-5558
CARRIER MID-ATLANTIC	FREDERICK	MD	21704	(301) 228-2688	(301) 228-2696
CARRIER MID-ATLANTIC	GAITHERSBURG	MD	20877	(240) 683-8610	(240) 683-8615
CARRIER MID-ATLANTIC	HUNTINGTON	WV	25701	(304) 529-2385	(304) 529-2389
CARRIER MID-ATLANTIC	RG	VA	22408	(540) 710-2500	(540) 710-5437
CARRIER MID-ATLANTIC	WALDORF	MD	20602	(301) 705-5001	(301) 705-5669
CARRIER MID-ATLANTIC	NEWS	VA	23606	(757) 249-2605	(757) 249-5209
CARRIER MID-ATLANTIC	RICHMOND	VA	23236	(804) 594-4820	(804) 594-4825
CARRIER MID-SOUTH - TOTALINE	CHATTANOOGA	TN	37407	(800) 521-7775	(423) 624-7969
CARRIER MID-SOUTH - TOTALINE	KINGSPORT	TN	37663	(800) 223-3157	(423) 279-0448
CARRIER MID-SOUTH - TOTALINE	KNOXVILLE	TN	37909	(800) 255-2093	(865) 558-6426
CARRIER MID-SOUTH - TOTALINE	NASHVILLE	TN	37217	(800) 264-4806	(615) 367-3489
CARRIER MID-SOUTH - TOTALINE	MEMPHIS	TN	38134	(901) 388-4119	(901) 388-6208
CARRIER MID-SOUTH - TOTALINE	LITTLE ROCK	AR	72209	(501) 570-7444	(501) 570-7497
CARRIER MID-SOUTH - TOTALINE	MEMPHIS	TN	38141	(901) 433-1900	(901) 366-3326

CARRIER MID-SOUTH - TOTALINE	TEXARKANA	TX	75501	(903) 832-7975	(903) 832-0136
CARRIER MID-SOUTH - TOTALINE	TUPELO	MS	38802	(662) 841-7434	(662) 844-2223
CARRIER MID-SOUTH - TOTALINE	JACKSON	TN	38301	(731) 664-7225	(731) 664-7528
CARRIER MID-SOUTH - TOTALINE	SPRINGDALE	AR	72762	(479) 306-4928	(479) 306-4917
CARRIER NORTH TEXAS	OKLAHOMA CITY	OK	73108	(405) 947-2012	(405) 942-9166
CARRIER NORTH TEXAS	TULSA	OK	74146	(918) 664-4187	(918) 664-4205
CARRIER NORTH TEXAS	CARROLLTON	TX	75006	(972) 243-0178	(972) 243-7151
CARRIER NORTH TEXAS	GARLAND	TX	75041	(214) 461-8900	(214) 461-8919
CARRIER NORTH TEXAS	DALLAS	TX	75236	(972) 283-0520	(972) 296-7055
CARRIER NORTH TEXAS	TYLER	TX	75701	(903) 534-1471	(903) 534-1473
CARRIER NORTH TEXAS	WACO	TX	76711	(254) 714-1280	(254) 714-1151
CARRIER NORTH TEXAS	ARLINGTON	TX	76011	(817) 608-0331	(817) 695-1601
CARRIER NORTH TEXAS	IRVING	TX	75038	(972) 281-6555	(972) 281-6599
CARRIER NORTH TEXAS	HALTOM CITY	TX	76117	(817) 834-4496	(817) 838-8141
CARRIER NORTH TEXAS	PLANO	TX	75074	(972) 398-2997	(972) 398-2914
CARRIER NORTH TEXAS	LEWISVILLE	TX	75057	(972) 221-7036	(972) 221-7093
CARRIER NORTH TEXAS	ABILENE	TX	79603	(325) 692-9133	(325) 692-4722
CARRIER NORTHEAST	CITY	NY	11101	(718) 472-0200	(718) 472-4538
CARRIER NORTHEAST	FARMINGDALE	NY	11735	(631) 501-5720	(631) 501-5733
CARRIER NORTHEAST	AVON	MA	02322	(508) 894-8540	(508) 894-3040
CARRIER NORTHEAST	NEW HAVEN	CT	06511	(203) 821-3033	(203) 821-3039
CARRIER NORTHEAST	HARTFORD	CT	06114	(860) 296-4533	(860) 296-4517
CARRIER NORTHEAST	W CALDWELL	NJ	07006	(973) 575-9413	(973) 227-8010
CARRIER NORTHEAST	LAKEWOOD	NJ	08701	(732) 905-8080	(732) 905-0461
CARRIER NORTHEAST	SYRACUSE	NY	13210	(315) 476-6660	(315) 476-4190
CARRIER NORTHEAST	BUFFALO	NY	14225	(716) 681-4850	(716) 681-9028
CARRIER NORTHEAST	ROCHESTER	NY	14605	(585) 232-4980	(585) 232-7558
CARRIER NORTHEAST	MANCHESTER	NH	03109		
CARRIER NORTHEAST	AUBURN	MA	01501		
CARRIER NORTHEAST	STRATFORD	CT	06497	(203) 375-6384	(203) 377-0525
CARRIER NORTHEAST	NORWALK	CT	06851	(203) 840-4949	(203) 840-4950
CARRIER NORTHEAST	TONAWANDA	NY	14150	(716) 692-9200	(716) 692-9303
CARRIER NORTHEAST	BROOKLYN	NY	11218	(718) 287-5927	(718) 287-6134
CARRIER NORTHEAST	SPRINGFIELD	MA	01104	(413) 739-6045	(413) 739-6630
CARRIER NORTHEAST	PITTSBURGH	PA	15222	(412) 471-1419	(412) 471-1956
CARRIER NORTHEAST	BOHEMIA	NY	11716	(631) 588-2181	(631) 588-2547
CARRIER PUERTO RICO	SAN JUAN	PR	00922		
CARRIER PUERTO RICO	SAN JUAN	PR	00925		
CARRIER PUERTO RICO	PONCE	PR	00717		
CARRIER PUERTO RICO	MAYAGUEZ	PR	00681		
CARRIER PUERTO RICO	BAYAMON	PR	00692		
CARRIER PUERTO RICO	ARECIBO	PR	00613		
CARRIER PUERTO RICO	FAJARDO	PR	00773		
CARRIER SOUTH CENTRAL	SHREVEPORT	LA	71106	(318) 868-3700	(318) 865-8200
CARRIER SOUTH CENTRAL	LAFAYETTE	LA	70506	(337) 234-1809	(318) 234-6012
CARRIER SOUTH CENTRAL	HARAHAN	LA	70123	(504) 733-8662	(504) 734-1804
CARRIER SOUTH CENTRAL	BATON ROUGE	LA	70816	(225) 292-1970	(225) 292-1988
CARRIER SOUTH CENTRAL	GULFPORT	MS	39503	(228) 864-0017	(228) 897-1202
CARRIER SOUTH CENTRAL	PEARL	MS	39208	(601) 939-3991	(601) 932-4393
CARRIER SOUTH CENTRAL	MANDEVILLE	LA	70471	(985) 893-9110	(985) 893-9290
CARRIER SOUTH TEXAS	WEBSTER	TX	77058	(281) 486-5699	(281) 486-5888
CARRIER SOUTH TEXAS	HOUSTON	TX	77041	(713) 819-1163	
CARRIER SOUTH TEXAS	BEAUMONT	TX	77701	(409) 832-1500	(409) 832-4888
CARRIER SOUTH TEXAS	SAN ANTONIO	TX	78216	(210) 499-2222	(210) 499-2205
CARRIER SOUTH TEXAS	CHRISTI	TX	78405	(361) 299-2400	(361) 299-2425
CARRIER SOUTH TEXAS	PHARR	TX	78577	(956) 781-0091	(956) 781-5564
CARRIER SOUTH TEXAS	HUMBLE	TX	77338	(281) 446-2234	(281) 446-3006
CARRIER SOUTH TEXAS	STATION	TX	77845	(979) 774-4833	(979) 774-4867
CARRIER SOUTH TEXAS	PASADENA	TX	77506	(713) 472-9300	(713) 472-9503
CARRIER SOUTH TEXAS	SAN ANTONIO	TX	78238	(210) 377-3191	(210) 377-3052

CARRIER SOUTH TEXAS	HOUSTON	TX	77031	(281) 530-5014	(281) 530-4873
CARRIER SOUTH TEXAS	BROWNSVILLE	TX	78521	(956) 831-8100	(956) 831-8193
CARRIER SOUTH TEXAS	SPRING	TX	77386	(281) 419-5249	(281) 419-5306
CARRIER SOUTH TEXAS	HOUSTON	TX	77024	(713) 869-8653	(713) 865-7983
CARRIER WEST	DENVER	CO	80221	(303) 820-2665	(303) 820-2306
CARRIER WEST	SPRINGS	CO	80903	(719) 444-0505	(719) 444-0808
CARRIER WEST	FORT COLLINS	CO	80525	(970) 282-7781	(970) 204-1997
CONTRACTORS HEATING AND COOLING	OREM	UT	84058	(801) 224-1020	(801) 224-1024
CONTRACTORS HEATING AND COOLING	ST GEORGE	UT	84770	(435) 628-9415	(435) 628-9462
CONTRACTORS HVAC SUPPLY	SALT LAKE CITY	UT	84115	(801) 487-8565	(801) 486-2320
CONTRACTORS HVAC SUPPLY	ROOSEVELT	UT	84066	(435) 725-0019	(435) 725-0057
CONTRACTORS HVAC SUPPLY	OGDEN	UT	84401	(801) 337-0146	(801) 337-0149
CP					
CP DISTRIBUTORS	URBANDALE	IA	2310	(515) 331-3743	(515) 331-3836
CP DISTRIBUTORS	SIOUX FALLS	SD	57104	(605) 334-7777	(605) 334-5740
CP DISTRIBUTORS	N KANSAS CITY	MO	64116	(816) 471-3744	(816) 471-1861
CP DISTRIBUTORS	CEDAR FALLS	IA	50613	(319) 277-3949	(319) 277-4838
CP DISTRIBUTORS	RAPID CITY	SD	57702	(605) 355-0287	(605) 355-0322
CP DISTRIBUTORS	LENEXA	KS	66215	(913) 888-0202	(913) 888-7390
CP DISTRIBUTORS	BISMARCK	ND	58504	(701) 221-3283	(701) 221-9027
CP DISTRIBUTORS	COLUMBIA	MO	65202	(573) 474-3408	(573) 474-7409
CP DISTRIBUTORS	WICHITA	KS	67213	(316) 265-2664	(316) 255-0551
CP DISTRIBUTORS	OMAHA	NE	68137	(402) 344-7777	(402) 344-5475
DIST CORP OF NEW ENGLAND	WESTWOOD	MA	02090	(781) 461-2400	(781) 461-2466
DIST CORP OF NEW ENGLAND	WESTBROOK	ME	04092	(207) 828-4431	(207) 828-8076
DIST CORP OF NEW ENGLAND	SALEM	NH	03079	(603) 893-3500	(603) 894-0032
DIST CORP OF NEW ENGLAND	MALDEN	MA	02148	(781) 322-8800	(781) 321-4763
E B WARD AND COMPANY	FRANCISCO	CA	94080	(650) 871-8202	(650) 873-6829
E B WARD AND COMPANY	SAN JOSE	CA	95112	(408) 453-3300	(408) 452-1822
E B WARD AND COMPANY	CONCORD	CA	94520	(925) 825-1540	(925) 825-1427
EQUIPMENT SALES CORP	MOBILE	AL	36607	(251) 476-2220	(251) 471-5602
STORE)	MOBILE	AL	36607	(251) 476-6285	(251) 479-4511
STORE)	BEACH	FL	32548	(850) 244-2017	(850) 244-3186
STORE)	HATTIESBURG	MS	39401	(601) 579-9670	(601) 579-9673
STORE)	MONTGOMERY	AL	36107	(334) 262-4855	(334) 262-4249
STORE)	PENSACOLA	FL	32505	(850) 438-1005	(850) 435-9833
STORE)	DOTHAN	AL	36303	(334) 712-0341	(334) 712-1199
STORE)	GAUTIER	MS	39553	(228) 497-5090	(228) 497-5007
STORE)	PANAMA CITY	FL	32401	(850) 913-0585	(850) 913-0873
STORE)	LAUREL	MS	39940	(601) 649-2225	(601) 649-2290
STORE)	GULF SHORES	AL	36542	(251) 968-2660	(251) 968-2663
FERGUSON HEATING & COOLING	MOBILE	AL	36606	(251) 476-2450	(251) 476-2455
FERGUSON HEATING & COOLING	BIRMINGHAM	AL	35209	(205) 945-6265	(205) 945-6174
FERGUSON HEATING & COOLING	HUNTSVILLE	AL	35806	(256) 851-1400	(256) 851-1405
FERGUSON HEATING & COOLING	MONTGOMERY	AL	36109	(334) 274-0103	(334) 274-0614
FERGUSON HEATING & COOLING	PENSACOLA	FL	32505	(850) 469-8171	(850) 469-1935
HABEGGER TOTALINE PARTS CENTER	GREEN	KY	42103	(270) 393-9299	(270) 393-9278
HABEGGER TOTALINE PARTS CENTER	CINCINNATI	OH	45241	(513) 612-4800	(513) 612-4701
HABEGGER TOTALINE PARTS CENTER	SANDUSKY	OH	43351	(419) 209-0299	(419) 209-0340
HABEGGER TOTALINE PARTS CENTER	CINCINNATI	OH	45232	(513) 681-6313	(513) 681-9892
HABEGGER TOTALINE PARTS CENTER	COLUMBUS	OH	43224	(614) 267-5237	(614) 267-4442
HABEGGER TOTALINE PARTS CENTER	DAYTON	OH	45402	(937) 224-4170	(937) 496-2332
HABEGGER TOTALINE PARTS CENTER	LIMA	OH	45804	(419) 229-7700	(419) 229-6824
HABEGGER TOTALINE PARTS CENTER	INDIANAPOLIS	IN	46278	(317) 875-9977	(317) 875-9379
HABEGGER TOTALINE PARTS CENTER	FT WAYNE	IN	46825	(260) 490-8092	(260) 490-6126
HABEGGER TOTALINE PARTS CENTER	LOUISVILLE	KY	40299	(502) 267-4468	(502) 267-7399
HABEGGER TOTALINE PARTS CENTER	INDIANAPOLIS	IN	46237	(317) 865-7414	(317) 882-5788
HABEGGER TOTALINE PARTS CENTER	LEXINGTON	KY	40505	(859) 252-6656	(859) 252-6709
HABEGGER TOTALINE PARTS CENTER	INDIANAPOLIS	IN	46226	(317) 926-1575	(317) 923-7923
HABEGGER TOTALINE PARTS CENTER	INDEPENDENCE	KY	41051	(859) 746-2665	(859) 746-1329

HABEGGER TOTALINE PARTS CENTER	LAFAYETTE	IN	47905	(765) 477-0329	(765) 447-7270
HABEGGER TOTALINE PARTS CENTER	ZANESVILLE	OH	43701	(740) 453-8003	(740) 453-8092
HABEGGER TOTALINE PARTS CENTER	EVANSVILLE	IN	47715	(812) 477-4328	(812) 473-4328
HABEGGER TOTALINE PARTS CENTER	CHILLICOTHE	OH	45601	(740) 702-0296	(740) 702-0297
HABEGGER TOTALINE PARTS CENTER	CINCINNATI	OH	45241	(513) 612-4848	(513) 612-4849
HABEGGER TOTALINE PARTS CENTER	SOUTH BEND	IN	46601	(574) 288-3471	(574) 288-3539
HABEGGER TOTALINE PARTS CENTER	ROCK ISLAND	IL	61201	(309) 793-4328	(309) 793-7710
HABEGGER TOTALINE PARTS CENTER	BLOOMINGTON	IL	61704	(309) 828-4822	(309) 828-9822
HARRY ALTER CO	LANSING	IL	60438	(708) 418-3062	(708) 418-5314
HARRY ALTER CO	ALSIP	IL	60803	(708) 371-9711	(708) 371-9723
HARRY ALTER CO	CHICAGO	IL	60631	(773) 775-6551	(773) 775-7082
HARRY ALTER CO	CHICAGO	IL	60612	(312) 243-4133	(312) 243-6356
HARRY ALTER CO	LIBERTYVILLE	IL	60048	(847) 918-2160	(847) 918-2169
HARRY ALTER CO	SOUTHBEND	IN	46628	(574) 289-6356	(574) 289-6475
HARRY ALTER CO	ROCKFORD	IL	61104	(815) 397-1818	(815) 397-1882
HARRY ALTER CO	NAPERVILLE	IL	60540	(630) 305-3800	(630) 305-3806
HARRY ALTER CO	ELGIN	IL	60123	(847) 429-0818	(847) 429-0973
HARRY ALTER CO	VALPO	IN	46383	(219) 531-9444	(219) 531-9445
HARRY ALTER CO	JOLIET	IL	60435	(815) 730-0336	(815) 730-0635
HARRY ALTER CO	VILLAGE	IL	60007	(847) 952-1017	(847) 952-1296
KOCH AIR - ST. LOUIS	ST LOUIS	MO	63110	(314) 768-4200	(314) 768-4225
KOCH AIR LLC	INDIANAPOLIS	IN	46241	(317) 248-5115	(317) 248-5140
KOCH AIR LLC	LOUISVILLE	KY	40299	(502) 491-9970	(502) 499-6468
KOCH AIR LLC	EVANSVILLE	IN	5138	(812) 962-5200	(812) 962-5306
KOCH AIR LLC	PADUCAH	KY	42003	(270) 442-9116	(270) 442-2827
KOCH AIR LLC	FT. WAYNE	IN	46825	(260) 483-1221	(260) 483-1229
MADDEN INDUSTRIES	LUBBOCK	TX	79408	(806) 797-4251	(806) 799-8706
MADDEN INDUSTRIES	AMARILLO	TX	79101	(806) 373-3700	(806) 372-9362
MADDEN INDUSTRIES	AUSTIN	TX	78758	(512) 837-8521	(512) 837-9541
MADDEN INDUSTRIES	MIDLAND	TX	79702	(432) 687-1443	(432) 684-8351
MADDEN INDUSTRIES	SAN ANGELO	TX	76903	(325) 655-6666	(325) 658-4905
MADDEN INDUSTRIES	ODESSA	TX	79761	(432) 580-5107	(432) 580-6711
MINGLEDORFF'S	BRUNSWICK	GA	31520	(912) 265-5193	(912) 265-5354
MINGLEDORFF'S INC	NORCROSS	GA	30092	(770) 446-6311	(770) 239-2114
MINGLEDORFF'S INC	AUGUSTA	GA	30909	(706) 651-1950	(706) 651-9950
MINGLEDORFF'S INC	COLUMBUS	GA	31909	(706) 322-3870	(706) 322-3705
MINGLEDORFF'S INC	FOREST PARK	GA	30297	(404) 361-2474	(404) 361-6022
MINGLEDORFF'S INC	HILTON HEAD	SC	29926	(843) 689-3404	(843) 689-3405
MINGLEDORFF'S INC	MACON	GA	31209	(478) 477-3193	(478) 474-3987
MINGLEDORFF'S INC	MARIETTA	GA	30066	(770) 426-0551	(770) 426-8522
MINGLEDORFF'S INC	SAVANNAH	GA	31405	(912) 232-1228	(912) 232-1924
MINGLEDORFF'S INC	STATESBORO	GA	30458	(912) 764-8841	(912) 764-8801
MINGLEDORFF'S INC	LAWRENCEVILLE	GA	30043	(678) 442-1060	(678) 442-0100
MINGLEDORFF'S INC	BOGART	GA	30622	(706) 548-4019	(706) 548-2410
MINGLEDORFF'S INC	ALBANY	GA	31707	(229) 432-5254	(229) 888-1196
MINGLEDORFF'S INC	LITHIA SPRINGS	GA	30122	(770) 948-3451	(678) 945-9567
MINGLEDORFF'S INC	GAINESVILLE	GA	30501	(770) 297-9335	(770) 287-1467
MINGLEDORFF'S INC	VALDOSTA	GA	31602	(229) 245-8200	(229) 245-8887
MINGLEDORFF'S INC	CONYERS	GA	30013	(770) 918-9132	(770) 761-7849
MINGLEDORFF'S/AIRON SUPPLY	ROBINS	GA	31088	(478) 953-3727	(478) 953-3735
MINGLEDORFF'S/AIRON SUPPLY	ATLANTA	GA	30318	(404) 875-7755	(404) 875-8811
MINNESOTA AIR	BLOOMINGTON	MN	55431	(952) 918-8101	(952) 884-4614
MINNESOTA AIR	BLOOMINGTON	MN	55438	(952) 918-8000	(952) 918-8060
MINNESOTA AIR	CRYSTAL	MN	55422	(952) 918-8058	(763) 533-1878
MINNESOTA AIR	OAKDALE	MN	55128	(952) 918-8111	(651) 777-7563
PEIRCE PHELPS INC	TOWNSHIP	PA	16066	(800) 517-2419	(724) 742-1655
PEIRCE PHELPS INC	NORRISTOWN	PA	19403	(800) 862-9800	(610) 666-8022
PEIRCE PHELPS INC	CAMP HILL	PA	17011	(800) 827-2027	(800) 827-7400
PEIRCE PHELPS INC	PHILADELPHIA	PA	19154	(800) 451-4143	(215) 632-8542
PEIRCE PHELPS INC	PLEASANTVILLE	NJ	08232	(800) 334-0598	(609) 383-1547

PEIRCE PHELPS INC	WILKES-BARRE	PA	18702	(800) 851-9346	(570) 823-3197
PEIRCE PHELPS INC	EWING	NJ	08610	(866) 392-2694	(609) 599-1462
PEIRCE PHELPS INC	PENNSAUKEN	NJ	08110	(800) 756-7366	(856) 663-5494
PEIRCE PHELPS INC	NEWPORT	DE	19804	(800) 633-9352	(302) 633-9356
PEIRCE PHELPS INC	STATE COLLEGE	PA	16801	(888) 774-4822	(814) 231-1338
PEIRCE PHELPS INC	LANCASTER	PA	17601	(888) 482-2774	(717) 295-1600
PEIRCE PHELPS INC	YORK	PA	17402	(800) 827-8212	(717) 840-7979
PEIRCE PHELPS INC	BROOMALL	PA	19008	(800) 774-1796	(610) 541-0439
PEIRCE PHELPS INC	PHILADELPHIA	PA	19131	(800) 342-2304	(215) 879-5141
PEIRCE PHELPS INC	ALLENTOWN	PA	18109	(800) 505-1086	(610) 266-2537
REFRIGERATION SALES CORP	CLEVELAND	OH	44114	(216) 881-7800	(216) 881-3350
REFRIGERATION SALES CORP	COLUMBUS	OH	43201	(614) 291-2111	(614) 291-2185
REFRIGERATION SALES CORP	VALLEY VIEW	OH	44125	(216) 881-5511	(216) 881-5572
REFRIGERATION SALES CORP	AKRON	OH	44311	(330) 762-9000	(330) 762-9155
REFRIGERATION SALES CORP	YOUNGSTOWN	OH	44502	(330) 788-7084	(330) 788-7866
REFRIGERATION SALES CORP	MENTOR	OH	43229	(440) 953-9446	(440) 255-1841
REFRIGERATION SALES CORP	ELYRIA	OH	44035	(440) 324-5853	(440) 324-3739
REFRIGERATION SALES CORP	CANTON	OH	44704	(330) 456-2789	(330) 456-2612
REFRIGERATION SALES CORP	SANDUSKY	OH	44870	(419) 627-0914	(419) 627-0936
REFRIGERATION SALES CORP	VALLEY VIEW	OH	44125	(216) 525-8100	(216) 525-8297
RJ MURRAY COMPANY	LATHAM	NY	12110	(518) 690-4455	(518) 690-4990
RJ MURRAY COMPANY	WILLISTON	VT	05495	(802) 862-8608	(802) 862-8344
ROCKY MOUNTAIN BRYANT DIST.	DENVER	CO	80239	(303) 371-1244	(303) 371-1772
SHORE DISTRIBUTORS	SALISBURY	MD	21804	(410) 749-3121	(410) 749-6081
SHORE DISTRIBUTORS	DOVER	DE	19904	(302) 736-6677	(302) 736-6223
SHORE DISTRIBUTORS	GEORGETOWN	DE	19947	(302) 856-2800	(302) 856-1720
SHORE DISTRIBUTORS	LEWES	DE	19958	(302) 645-6266	(302) 645-5964
SHORE DISTRIBUTORS	MILFORD	DE	19963	(302) 422-8922	(302) 422-2484
SHORE DISTRIBUTORS	CHESTERTOWN	MD	21620	(410) 778-3122	(410) 778-5450
SHORE DISTRIBUTORS	EASTON	MD	21601	(410) 822-2810	(410) 822-2810
SHORE DISTRIBUTORS	GRASONVILLE	MD	21638	(410) 827-8616	(410) 827-4789
SHORE DISTRIBUTORS	OCEAN CITY	MD	21842	(410) 524-1850	(410) 524-0226
SHORE DISTRIBUTORS	POCOMOKE	MD	21852	(410) 957-1363	(410) 957-2367
SHORE DISTRIBUTORS	ONLEY	VA	23418	(757) 787-2415	(757) 787-3297
SHORE DISTRIBUTORS	CAMBRIDGE	MD	21613	(410) 221-0420	(410) 221-0034
SIGLER	YUMA	AZ	85365	(928) 317-0249	(928) 317-9603
SIGLER	PHOENIX	AZ	85017	(623) 388-5100	(623) 388-5200
SIGLER	ALBUQUERQUE	NM	87107	(505) 881-2929	(505) 884-6756
SIGLER	EL PASO	TX	79925	(915) 592-2226	(915) 592-6149
SIGLER	LAS VEGAS	NV	89118	(702) 221-8056	(702) 221-8063
SIGLER	GILBERT	AZ	85233	(623) 388-5100	(623) 388-5200
SIGLER	TUCSON	AZ	85713	(520) 323-7617	(520) 881-2726
SIGLER	PHOENIX	AZ	85027	(623) 388-5100	(623) 388-5200
SIGLER	TOLLESON	AZ	85353	(623) 388-5100	(623) 388-5200
STANDARD AIR & LITE CORP	PITTSBURGH	PA	15205	(412) 920-6505	(412) 920-5430
STANDARD AIR & LITE CORP	EXPORT	PA	15632	(724) 325-4846	(724) 325-3611
STANDARD AIR & LITE CORP	ERIE	PA	16501	(814) 461-9484	(814) 461-6625
STANDARD AIR & LITE CORP	SHINNSTON	WV	26431	(304) 592-0098	(304) 592-3464
TEMPERATURE EQUIPMENT CORP	MELROSE PARK	IL	60160	(708) 681-6220	(708) 681-0041
TEMPERATURE EQUIPMENT CORP	NORTHFIELD	IL	60093	(847) 446-4343	(847) 446-4949
TEMPERATURE SYSTEMS INC	MADISON	WI	53718	(608) 271-7500	(608) 274-1609
TEMPERATURE SYSTEMS INC	GREEN BAY	WI	54304	(920) 499-0900	(920) 499-3881
US AIR CONDITIONING DISTRIBUTORS	EL CAJON	CA	92020		
US AIR CONDITIONING DISTRIBUTORS	TUCSON	AZ	85713	(520) 624-1293	(520) 624-1296
US AIRCONDITIONING DISTRIBUTORS	EL CENTRO	CA	92243	(760) 370-5530	(760) 370-9278
US AIRCONDITIONING DISTRIBUTORS	SALT LAKE CITY	UT	84115	(801) 485-8071	(801) 463-5365
US AIRCONDITIONING DISTRIBUTORS	BOISE	ID	83713	(208) 672-1244	(208) 672-1389
US AIRCONDITIONING DISTRIBUTORS	BAKERSFIELD	CA	93305	(661) 322-7222	(661) 322-7288
US AIRCONDITIONING DISTRIBUTORS	BURBANK	CA	91506	(818) 840-0089	(818) 840-0194
US AIRCONDITIONING DISTRIBUTORS	RIVERSIDE	CA	92507	(951) 786-3500	(951) 786-3510

US AIRCONDITIONING DISTRIBUTORS	INDUSTRY	CA	91748	(626) 854-8868	(626) 854-8889
US AIRCONDITIONING DISTRIBUTORS	NO HOLLYWOOD	CA	91605	(818) 982-6591	(818) 982-6599
US AIRCONDITIONING DISTRIBUTORS	SANTA BARBARA	CA	93103	(805) 962-2999	(805) 962-4250
US AIRCONDITIONING DISTRIBUTORS	SIGNAL HILL	CA	90806	(562) 981-2010	(562) 424-2509
US AIRCONDITIONING DISTRIBUTORS	OXNARD	CA	93030	(805) 988-3650	(805) 988-3654
US AIRCONDITIONING DISTRIBUTORS	ANAHEIM	CA	92805	(714) 776-3170	(714) 776-0791
US AIRCONDITIONING DISTRIBUTORS	CITY	CA	92234	(760) 770-4520	(760) 770-3124
US AIRCONDITIONING DISTRIBUTORS	SAN DIEGO	CA	92111	(858) 279-9750	(858) 279-5744
US AIRCONDITIONING DISTRIBUTORS	NEWBURY PARK	CA	91320	(805) 376-1723	(805) 376-1981
US AIRCONDITIONING DISTRIBUTORS	OREM	UT	84058	(801) 434-4844	(801) 434-4447
US AIRCONDITIONING DISTRIBUTORS	LAKE FOREST	CA	92630	(949) 837-8104	(949) 837-3756
US AIRCONDITIONING DISTRIBUTORS	LANCASTER	CA	93535	(661) 726-5106	(661) 726-5337
US AIRCONDITIONING DISTRIBUTORS	CULVER CITY	CA	90232	(310) 204-2230	(310) 204-3475
US AIRCONDITIONING DISTRIBUTORS	HESPERIA	CA	92345	(760) 948-8045	(760) 948-5135
US AIRCONDITIONING DISTRIBUTORS	CHATSWORTH	CA	91311	(818) 678-1750	(818) 678-6687
US AIRCONDITIONING DISTRIBUTORS	PASO ROBLES	CA	93447	(805) 238-9353	(805) 238-9173
US AIRCONDITIONING DISTRIBUTORS	ESCONDIDO	CA	1406	(760) 291-1281	(760) 291-1285
US AIRCONDITIONING DISTRIBUTORS	REDDING	CA	96003	(530) 722-0144	(530) 722-9734
US AIRCONDITIONING DISTRIBUTORS	SANTA ROSA	CA	95403	(707) 566-9810	(707) 566-9819
US AIRCONDITIONING DISTRIBUTORS	SALINAS	CA	93901	(831) 771-0282	(831) 771-0290
US AIRCONDITIONING DISTRIBUTORS	TEMECULA	CA	92590	(951) 296-6557	(951) 296-1128
US AIRCONDITIONING DISTRIBUTORS	IDAHO FALLS	ID	83402	(208) 542-5270	(208) 542-9017
US AIRCONDITIONING DISTRIBUTORS	FAIRFIELD	CA	94534	(707) 424-6050	(707) 424-6056
US AIRCONDITIONING DISTRIBUTORS	INDUSTRY	CA	91744	(626) 330-1327	(626) 336-7398
US AIRCONDITIONING DISTRIBUTORS	ONTARIO	CA	91764	(909) 989-1353	(909) 989-5295
US AIRCONDITIONING DISTRIBUTORS	BERNARDINO	CA	92410	(909) 885-3206	(909) 888-1992
US AIRCONDITIONING DISTRIBUTORS	SANTA ANA	CA	92705	(714) 835-1505	(714) 835-5574
US AIRCONDITIONING DISTRIBUTORS	SPRINGS	CA	90670	(562) 801-5432	(562) 801-5437
US AIRCONDITIONING DISTRIBUTORS	LAS VEGAS	NV	89118	(702) 733-7230	(702) 733-7451
US AIRCONDITIONING DISTRIBUTORS	MODESTO	CA	95351	(209) 577-2335	(209) 577-0465
US AIRCONDITIONING DISTRIBUTORS	HIGHLANDS	CA	95660	(916) 482-3572	(916) 482-3585
US AIRCONDITIONING DISTRIBUTORS	SAN LEANDRO	CA	94577	(510) 618-2350	(510) 618-2353
US AIRCONDITIONING DISTRIBUTORS	YUBA CITY	CA	95991	(530) 755-0655	(530) 755-0981
US AIRCONDITIONING DISTRIBUTORS	FRANCISCO	CA	94080	(650) 871-8100	(650) 871-7819
US AIRCONDITIONING DISTRIBUTORS	SAN JOSE	CA	95112	(408) 287-3111	(408) 287-3414
US AIRCONDITIONING DISTRIBUTORS	FRESNO	CA	93701	(559) 268-9347	(559) 268-1359
US AIRCONDITIONING DISTRIBUTORS	STOCKTON	CA	95205	(209) 466-4153	(209) 466-0903
US AIRCONDITIONING DISTRIBUTORS	VISALIA	CA	93291	(559) 734-8175	(559) 734-0211
US AIRCONDITIONING DISTRIBUTORS	SPARKS	NV	89431	(775) 329-3455	(775) 329-3625
US AIRCONDITIONING DISTRIBUTORS	ST. GEORGE	UT	84790	(435) 628-1398	(435) 628-9423
US AIRCONDITIONING DISTRIBUTORS	PHOENIX	AZ	85034	(602) 253-2771	(602) 253-2774
VALAIR	SACRAMENTO	CA	95826	(916) 387-3050	(916) 387-3052
VALAIR	FRESNO	CA	93721	(559) 487-1880	(559) 487-1893
WEATHERTECH DISTRIBUTING	IRONDALE	AL	35210	(205) 956-5400	(205) 956-8023
WEATHERTECH DISTRIBUTING	ANNISTON	AL	36201	(256) 236-3366	(256) 236-2104
WEATHERTECH DISTRIBUTING	BIRMINGHAM	AL	35233	(205) 324-8881	(205) 324-9045
WEATHERTECH DISTRIBUTING	FLORENCE	AL	35630	(256) 718-7278	(256) 718-7286
WEATHERTECH DISTRIBUTING	HUNTSVILLE	AL	35816	(256) 837-7773	(256) 837-4949
WEATHERTECH DISTRIBUTING	TUSCALOOSA	AL	35401	(205) 345-8482	(205) 345-1614
WWG TOTALINE	HAMILTON	ON	L8E 3P1	(905) 561-2260	(905) 560-2932
WWG TOTALINE	OTTAWA	ON	K2C 3P1	(613) 820-4328	(613) 820-8273
WWG TOTALINE	SCARBOROUGH	ON	M1S 3R3	(416) 609-0180	(416) 609-0183
WWG TOTALINE	LAURENT	PQ	H4R 2P1	(514) 856-9811	(514) 856-9182
WWG TOTALINE	VANIER	PQ	G1M 3T8	(418) 872-4222	(418) 872-0766
WWG TOTALINE	OTTAWA	ON	K1K 4C1	(613) 741-6603	(613) 741-6779
WWG TOTALINE	BARRIE	ON	L4M 4S4	(705) 721-1313	(705) 721-4013
WWG TOTALINE	KITCHENER	ON	N2E 1X2	(519) 895-0110	(519) 895-0113
WWG TOTALINE	MISSISSAUGA	ON	L4W 2R4	(905) 625-1677	(905) 625-7064
WWG TOTALINE	NORTH BAY	ON	P1B 8G4	(705) 474-4260	(705) 474-4808
WWG TOTALINE	ST CATHARINES	ON	L2M 6S9	(905) 688-1600	(905) 688-6453

WWG TOTALINE	SUDBURY	ON	P3C 5C3	(705) 566-3174	(705) 566-0954
WWG TOTALINE	TIMMINS	ON	P4N 2P2	(705) 264-2363	(705) 267-5944
WWG TOTALINE	VANCOUVER	BC	V5Y 1E6	(604) 876-9278	(604) 876-4916
WWG TOTALINE	CALGARY	AB	T2G 2Y8	(403) 243-0233	(403) 287-1870
WWG TOTALINE	EDMONTON	AB	T5H 1B8	(780) 452-7434	(780) 451-1679
WWG TOTALINE	EDMONTON	AB	T6E 5W6	(780) 465-5323	(780) 465-1672
WWG TOTALINE	BURNABY	BC	V5C 4E2	(604) 291-7788	(604) 291-1492
WWG TOTALINE	KELOWNA	BC	V1X 6A2	(250) 860-3667	(250) 860-9141
WWG TOTALINE	SASKATOON	SK	S7K 0T1	(306) 652-1842	(306) 652-1383
WWG TOTALINE	CALGARY	AB	T2G 6N1	(403) 250-9616	(403) 291-9440
WWG TOTALINE	WINNIPEG	MB	R2J 0X4	(204) 233-2244	(204) 233-7868
WWG TOTALINE	WINNIPEG	MB	R3H 1H3	(204) 775-2523	(204) 775-4153
WWG TOTALINE	REGINA	SK	S4R 1T9	(306) 525-0108	(306) 352-8616
WWG TOTALINE	MISSISSAUGA	ON	L5S 1Y8	(905) 672-0860	(905) 405-4013
WWG TOTALINE	LAVAL	PQ	H7L 3W3	(450) 662-3592	(450) 662-9510
WWG TOTALINE	KITCHENER	ON	N2B 2E1	(519) 744-5274	(519) 744-2401
WWG TOTALINE	WINDSOR	ON	N8W 5J4	(519) 945-2220	(519) 974-0205
WWG TOTALINE	CONCORD	ON	L4K 3S7		
WWG TOTALINE	LANGLEY	BC	V3A 5E7	(604) 532-8737	(604) 532-9908
WWG TOTALINE	NANAIMO	BC	V9S 5W5	(250) 751-3687	(250) 751-3602
WWG TOTALINE	CONCORD	ON	L4K 2P2	(905) 761-1511	(905) 761-9814
WWG TOTALINE	LONGUEUIL	PQ	J4N 1P8	(450) 670-6111	(450) 670-3111
WWG TOTALINE	HAMILTON	ON	L8H 7P4		
WWG TOTALINE	SCARBOROUGH	ON	M1H 3A6		
WWG TOTALINE	MONCTON	NB	E1E 1E4	(506) 857-0808	(506) 386-4836
WWG TOTALINE	MONTREAL	PQ	H1R 1Z7	(514) 326-3277	(514) 326-9194
WWG TOTALINE	REGINA	SK	S4R 1J6		
WWG TOTALINE	KELOWNA	BC	V1X 2P9		
YEOMANS DISTRIBUTING	PEORIA	IL	61615	(309) 691-2161	(309) 693-9306
YEOMANS DISTRIBUTING	BLOOMINGTON	IL	61704	(309) 662-6277	(309) 662-6455



REGIONAL SERVICE DESIGNATION

The Local Government Purchasing Cooperative will assume that you will service cooperative members statewide unless you designate otherwise using this form!

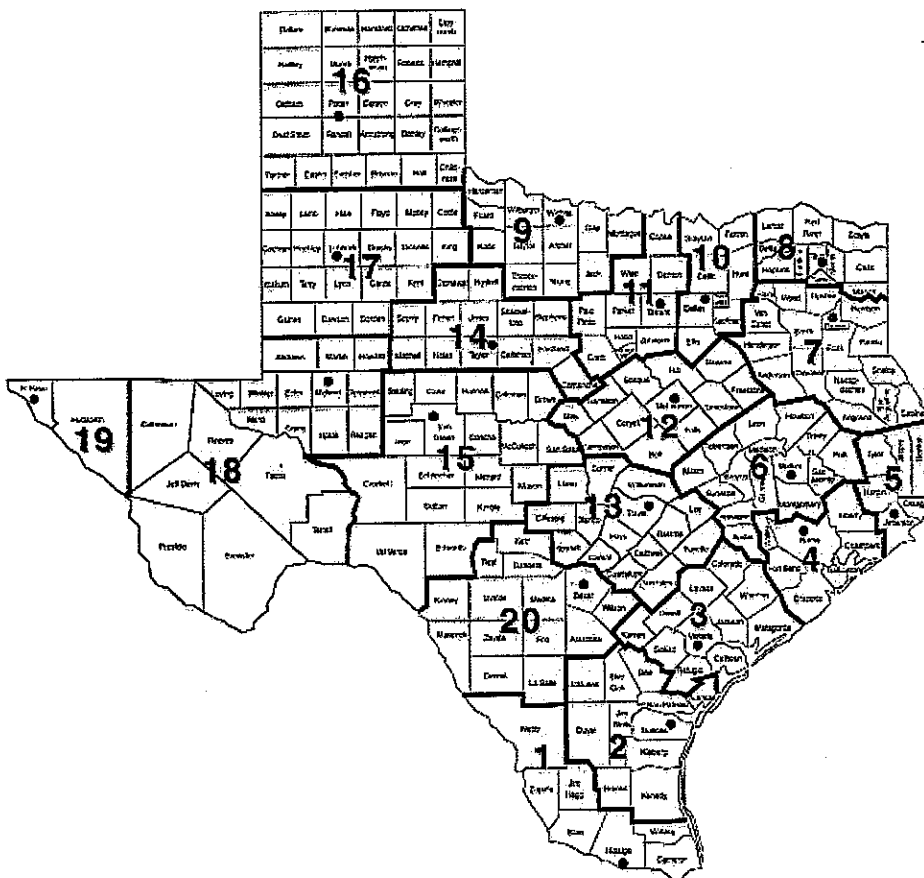
The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service cooperative members statewide. If you do not wish to service the entire state, you MUST indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight to members in outlying regions, but the boxes you check below will indicate that you only wish to service members within that region during the term of this contract.

Regional Education Service Centers

☒ I plan to service all members of the cooperative statewide.

Place an "X" in the Boxes next to the regions you wish to service if you are not going to service the contract statewide.



Region Headquarters

☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

Carrier Corporation

Company Name

Spedunne

Signature of Authorized Company Official



STATE SERVICE DESIGNATION

The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service other governmental entities in the continental United States. If you do not wish to service the entire continental United States, you **MUST** indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight in other states. **Check the states you wish to serve:**

☐ Alabama	☐ Nebraska
☐ Arizona	☐ Nevada
☐ Arkansas	☐ New Hampshire
☐ California (Public Contract Code 20118 & 20652)	☐ New Jersey
☐ Colorado	☐ New Mexico
☐ Connecticut	☐ New York
☐ Delaware	☐ North Carolina
☐ District of Columbia	☐ North Dakota
☐ Florida	☐ Ohio
☐ Georgia	☐ Oklahoma
☐ Idaho	☐ Oregon
☐ Illinois	☐ Pennsylvania
☐ Indiana	☐ Rhode Island
☐ Iowa	☐ South Carolina
☐ Kansas	☐ South Dakota
☐ Kentucky	☐ Tennessee
☐ Louisiana	☐ Utah
☐ Maine	☐ Vermont
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ Washington
☐ Michigan	☐ West Virginia
☐ Minnesota	☐ Wisconsin
☐ Mississippi	☐ Wyoming
☐ Missouri	
☐ Montana	

☒ I plan to service all states listed

This State Service Designation form will be used to ensure that you can service other governmental entities throughout the continental United States. Please sign to indicate that you understand your service commitments during the term of this contract.

Carrier Corporation _____

Company Name



Signature of Authorized Company Official



CONTRACT & PRICE/DISCOUNT COMPARISON FORM

The Local Government Purchasing Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers. Please respond to the following questions.

1. Provide the dollar value of sales to government entities at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ _____. State beginning and ending of the 12 month period. ____/____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts which you offer the Cooperative equal to or better than your best price offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ☐ NO ☒.
3. Based on your written discounting policies, provide information as requested for other governmental customers. The information should be provided in the chart below or in an equivalent format. Rows should be added to accommodate as many customers as required.

Purchasing Group	Discount	Quantity/Volume	FOB Term
1. Federal General Services Adm.	(no formal agreement in place)		
2. TX Building & Procurement Comm.	(no formal agreement in place)		
3. U.S. Communities Purchasing Alliance	(no formal agreement in place)		
4. The Cooperative Purchasing Network	(no formal agreement in place)		
5. Houston-Galveston Area Council	(no formal agreement in place)		
6. Other:			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS:

For all current Buyboard vendors, indicate below discount for current Buyboard contract, the proposed discount in this proposal and if any difference, please explain:

Current Discount: Varies based on product/service Proposed Discount: Varies based on product/service

Explanation: _____

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Carrier Corporation

Company Name



Signature of Authorized Company Official



REFERENCE & PRICE/DISCOUNT INFORMATION

PART I: For proposal response to be considered each vendor must supply a minimum of five (5) references, preferably governmental entities in Texas. Please fill out all of the following information including existing price/discounts offered to each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers.

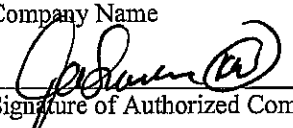
Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Texas Interlocal Purchasing System,	Kim Thompson,	903-575-2608		confidential information	
2. Autozone,	Terry Todd,	901-495-8841		confidential information	
3. Thomas Properties Group, L.P.,	Joseph Moran,	610-290-9335		confidential information	
4. Apple Computers,	Jeff White,	408-974-8221		confidential information	
5. Supervalu/Albertson's,	Larry Meeker,	208-395-4984		confidential information	

Attach sheet(s) as necessary

Do any deviations from your written policies or standard governmental sales practices disclosed in the above chart ever result in better discounts (lower prices) than indicated? YES ☐ NO ☐. If YES, explain deviations: N/A

PART II: For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform the Buyboard membership of your company's contract with the Buyboard initially and how will your company continue to support the Buyboard for the duration of the contract period?) (Attach additional pages if necessary.)

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Carrier Corporation
Company Name

Signature of Authorized Company Official



12007 Research Boulevard, Austin, Texas 78759-2439
Phone: 800-695-2919 Fax: 800-211-5454

1. Forms Checklist

- ☒ Completed - Notice Proposal Invitation – Form A
- ☒ Completed – Vendor Purchase Order, RFQ, and Invoice Receipt Options – Form B
- ☒ Completed – Felony Convictions Disclosure Statement – Form C
- ☒ Completed – Out of State Certification Page – Form D
- ☒ Completed – Historically Underutilized Business (HUB) - Form E
- ☒ Completed – Deviations/Compliance Signature Page – Form F
- ☒ Completed – Dealerships Listing – Form G
- ☒ Completed – Regional Service Area Designation – Form H
- ☒ Completed – State Service Designation – Form I
- ☒ Completed - Contract and Price/Discount Comparison Form – Form J
- ☒ Completed – Reference & Price/Discount Information - Form K
- ☒ Completed – Proposal Forms and Catalogs/Pricelists

Form L

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

Item No.	Short Description	Full Description	State Catalog/Pricelist Name	State Effective Date of Catalog/Pricelist	State Discount From Catalog/Pricelist
		Section I: Products			
1	Discount Off Catalog/Pricelist for HVAC Equipment	Discount Off Catalog/Pricelist for HVAC Equipment (all types -- rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, etc.)	List/Master Price List 60-65%	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products
2	Discount Off Catalog/Pricelist for HVAC Controls, Software and Monitoring Systems	Discount Off Catalog/Pricelist for HVAC Controls, Software and Monitoring Systems (all types)	Special Quotation Required but Discount Schedules for Labor, Parts components would be followed "		
3	Discount Off Catalog/Pricelist for HVAC Air Handling Products	Discount Off Catalog/Pricelist for HVAC Air Handling Products (all types -- coils, fans, etc.)	List/Master Price List "	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products
4	Discount Off Catalog/Pricelist for HVAC Supplies	Discount Off Catalog/Pricelist for HVAC Supplies (all types)	List/Master Price List "	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for %
5	Discount Off Catalog/Pricelist for HVAC Filters	Discount Off Catalog/Pricelist for HVAC Filters (all types)	List/Master Price List "	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for %
6	Discount Off Catalog/Pricelist for Indoor Air Quality Products	Discount Off Catalog/Pricelist for HVAC Indoor Air Quality Products (all types)	List/Master Price List "	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

	Section I: Products, continued	State Catalog/Pricelist Name	State Effective Date of Catalog/Pricelist	State Discount From Catalog/Pricelist
7	Discount Off Catalog/Pricelist for HVAC Repair Parts	List/Master Price List 40%	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for %
8	Discount Off Catalog/Pricelist for HVAC Refrigerants	List/Master Price List 60-65%	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for %
9	Discount Off Catalog/Pricelist for UVC Emitters/Lamps	Special Quotation Required but Discount Schedules for Labor, Parts components would be followed "		
10	Discount Off Catalog/Pricelist for Insulation Products for HVAC Eq.	List/Master Price List "	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products
11	Discount Off Catalog/Pricelist for all other HVAC related products	List/Master Price List "	2008 (Specific Dates Vary Depending on Product)	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products
12	Installation Costs	Base Labor Rate 93.75/hr straight time		
	Installation -- state a BASE LABOR RATE for Installation of HVAC products. Multiple rates can be stated for various products; however, detailed information must be stated		See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for additional labor rate structure	

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

		Section II: Service Related Items Cont'd	Base Labor Rate	
13	Repair Service Work Costs	Repair Service Work -- state a BASE LABOR RATE for repair service work for HVAC products. Multiple rates can be stated for various products; however, detailed information must be stated	93.75/hr straight time	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for additional labor rate structure
14	All Other Service Related Costs	All Other Service Related Costs -- state a BASE LABOR RATE for all other services. Multiple rates can be stated; however, detailed information must be stated	93.75/hr straight time	See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for additional labor rate structure

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING
CONFIDENTIAL – JULY 29, 2008**

A. CARRIER HVAC PRODUCTS

MODEL	DESCRIPTION	%DISCOUNT OFF LIST/MASTER
39L Series	Air Handlers	65
39M Series	Air Handlers	65
39MW Series	Air Handlers	65
35 Series	Air Terminals	60
37 Series	Air Terminals	60
45 Series	Air Terminals	60
16 Series	Absorption Chillers	65
19XR	Centrifugal Chillers	65
30 RA/RB/XA Series	Packaged Air Cooled Chillers	65
30 HW/HK/HX Series	Packaged Water Cooled Chillers	65
	Duct Free Splits	
42 Series	Fan Coils/PTACS	60
48 Series	Gas/Electric Rooftops	65
50 Series	Electric Rooftops	65
50 Series	Heatpump Rooftops	65
38 Series	Split System Condensing Units	60
40 Series	Split System DX-Fan Coil Units	60
28 Series	Split System Evaporator Units	50
50B Series	Vertical Packaged Cooling Units	60
	Water Source Heat Pumps	

Sharon McAfee

From: Melonie Chisholm
Sent: Friday, October 03, 2008 10:57 AM
To: Sharon McAfee
Subject: FW: Buyboard - URGENT
Attachments: THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING REV 1.doc

Importance: High

From: Scutella, Kristen CAR [mailto:Kristen.Scutella@carrier.utc.com]
Sent: Friday, October 03, 2008 10:50 AM
To: Melonie Chisholm; Natalie England
Cc: Scutella, Kristen CAR
Subject: RE: Buyboard - URGENT
Importance: High

To whom it may concern,

We have a problem with our submittal for the Buyboard which may cause a problem in a preferred vendor - we submitted our bid in same format as previous bids but it was mistaken that our discounts are 65% of master list - this was to be actually a multiplier of 65 (or .65 off of master list which is a 35% discount). This may cause a problem with out bid however we cannot keep a discount of 65% it is below our costs for goods.

Please notify me as soon as possible. I have attached the proper sheet for your review.

Thank you

Kristen Scutella
Manager of Customer Solutions, National Accounts
Carrier Corporation
9300 Harris Corners Pkwy, Suite 220
Charlotte, NC 28269
PH. 704-599-4550 Ext 4059
Mobile: 704-201-9074
EFax 860-660-0748
Email Kristen.scutella@carrier.utc.com

From: Melonie Chisholm [mailto:Melonie.Chisholm@tasb.org]
Sent: Wednesday, September 17, 2008 2:47 PM
To: Scutella, Kristen CAR
Subject: Buyboard

Attached is information regarding the award of our Proposal #305-08 HVAC Equipment & Supplies & Insulation of HVAC Equipment that will be effective on the Buyboard October 1, 2008. We look forward to working with you and your company during this contract period. Please let us know if you have questions or if you require additional information.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received. Please forward this information to Natalie England of our staff via e-mail: natalie.england@tasb.org.

If you are a new vendor, your Buyboard user id and password will be sent via e-mail prior to October 1.

We appreciate your continued support of the Buyboard!

NOTE: If you cannot see the letter after opening the attached document, while the attached document is open click on "View" and "Print Layout". This will allow you to see the document.

Melonie Chisholm
Buyboard Bid Administrator
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: melonie.chisholm@tasb.org

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

Item No.	Short Description	Full Description	State Catalog/Pricelist Name	State Effective Date of Catalog/Pricelist
		Section I: Products		
1	35-50 % Discount Off Catalog/Pricelist for HVAC Equipment	35-50% Discount Off Catalog/Pricelist for HVAC Equipment (all types -- rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, etc.)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
2	35-40 % Discount Off Catalog/Pricelist for HVAC Controls, Software and Monitoring Systems As Quoted	35-40% Discount Off Catalog/Pricelist for HVAC Controls, Software and Monitoring Systems (all types)	Special Quotation Required but Discount Schedule components would be followed	
3	35-40% Discount Off Catalog/Pricelist for HVAC Air Handling Products	35-40% Discount Off Catalog/Pricelist for HVAC Air Handling Products (all types -- coils, fans, etc.)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
4	35- 40 % Discount Off Catalog/Pricelist for HVAC Supplies	35-40% Discount Off Catalog/Pricelist for HVAC Supplies (all types)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
5	40 % Discount Off Catalog/Pricelist for HVAC Filters	40 % Discount Off Catalog/Pricelist for HVAC Filters (all types)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
6	35-40% Discount Off Catalog/Pricelist for Indoor Air Quality Products	35-40% Discount Off Catalog/Pricelist for HVAC Indoor Air Quality Products (all types)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

		Section I: Products, continued	State Catalog/Pricelist Name	State Effective Date of Catalog/Pricelist
7	40% Discount Off Catalog/Pricelist for HVAC Repair Parts	40 % Discount Off Catalog/Pricelist for HVAC Repair Parts (all types)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
8	40% Discount Off Catalog/Pricelist for HVAC Refrigerants	40% Discount Off Catalog/Pricelist for HVAC Refrigerants (all types)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
9	35-40% Discount Off Catalog/Pricelist for UVC Emitters/Lamps	35-40% Discount Off Catalog Pricelist for UVC Emitters/Lamps used for incorporation downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures & lamps must be manufactured for this purpose & safety interlocks/features shall be provided to limit hazard to operating staff.	Special Quotation Required but Discount Schedule components would be followed	
10	35-40% Discount Off Catalog/Pricelist for Insulation Products for HVAC Eq.	35-40% Discount Off Catalog/Pricelist for Insulation Products for HVAC Equipment (all required supplies, products, accessories, etc.)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
11	35-40% Discount Off Catalog/Pricelist for all other HVAC related products	35-40% Discount Off Catalog/Pricelist for all other HVAC related products (all types)	List/Master Price List	2008 (Specific Dates Vary Depending on Product)
		Section II: Service Related Items	Base Labor Rate	
12	Installation Costs	Installation -- state a BASE LABOR RATE for installation of HVAC products. Multiple rates can be stated for various products; however, detailed information must be stated	93.75/hr straight time	See Attached Document Government Purchase Confidential July 29, structure

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
 CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

		Section II: Service Related Items Cont'd	Base Labor Rate	
13	Repair Service Work Costs	Repair Service Work -- state a BASE LABOR RATE for repair service work for HVAC products . Multiple rates can be stated for various products; however, detailed information must be stated	93.75/hr straight time	See Attached Docur Government Purcha Confidential July 29, structure
14	All Other Service Related Costs	All Other Service Related Costs -- state a BASE LABOR RATE for all other services . Multiple rates can be stated; however, detailed information must be stated	93.75/hr straight time	See Attached Docur Government Purcha Confidential July 29, structure

State Discount From Catalog/Pricelist	
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing- Confidential July 29, 2008" for % discounts on products	dules for Labor, Parts
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing- Confidential July 29, 2008" for % discounts on products	
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing- Confidential July 29, 2008" for % discounts on products	
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing- Confidential July 29, 2008" for % discounts on products	

State Discount From Catalog/Pricelist
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for %
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for %
rules for Labor, Parts
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products
See Attached Document Titled "The Local Government Purchasing Cooperative Pricing-Confidential July 29, 2008" for % discounts on products
ent Titled "The Local sing Cooperative Pricing- 2008" for additional labor rate

HVAC Equipment and Supplies and Insulation of HVAC Equipment -- Proposal #305-08
CATALOG/PRICELIST MUST BE INCLUDED WITH PROPOSAL FOR RESPONSE TO BE CONSIDERED.

	nent Titled "The Local sing Cooperative Pricing- 2008" for additional labor rate
	nent Titled "The Local sing Cooperative Pricing- 2008" for additional labor rate

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING
CONFIDENTIAL – JULY 29, 2008**

A. CARRIER HVAC PRODUCTS

MODEL	DESCRIPTION	%DISCOUNT OFF LIST/MASTER
39L Series	Air Handlers	35%
39M Series	Air Handlers	35%
39MW Series	Air Handlers	35%
35 Series	Air Terminals	40%
37 Series	Air Terminals	40%
45 Series	Air Terminals	40%
16 Series	Absorption Chillers	35%
19XR	Centrifugal Chillers	35%
30 RA/RB/XA Series	Packaged Air Cooled Chillers	35%
30 HW/HK/HX Series	Packaged Water Cooled Chillers	35%
	Duct Free Splits	
42 Series	Fan Coils/PTACS	40%
48 Series	Gas/Electric Rooftops	35%
50 Series	Electric Rooftops	35%
50 Series	Heatpump Rooftops	35%
38 Series	Split System Condensing Units	40%
40 Series	Split System DX-Fan Coil Units	40%
28 Series	Split System Evaporator Units	50%
50B Series	Vertical Packaged Cooling Units	40%
	Water Source Heat Pumps	

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PRICING
CONFIDENTIAL – JULY 29, 2008
PAGE 2

B. CARRIER PARTS

MODEL	DESCRIPTION	%DISCOUNT OFF LIST/MASTER
RCD Parts	Replacement Parts	40%

C. CARRIER HVAC LABOR

Labor Structure for the State of Texas will not exceed the following:

Straight Time (Normal Business Hours)	Overtime (Afterhours/Saturdays)	Double Time (Sunday/Holidays)
\$93.75/hour	\$140.63/hour	\$187.50/hour

Service Agreements = Service Less 10%

D. CARRIER CONTROL/TURNKEY OPTIMIZATION PROGRAM

Special quotation using the above discount schedule

E. CARRIER RENTAL SYSTEMS

Preferred account pricing schedule

Pricing Notes:

1. The "discount" list above is based on the normal price for products and services. Actual pricing may be lower based on quantity, product mix and other factors.
2. Due to new product introductions and constant upgrading of existing products, carrier reserves the right to amend this price schedule every six months.
3. The listed labor rates are applicable to Texas only and subject to change annually. The labor discount rate structure in other states, covered under this agreement, will be provided upon request but are established as a minimum 5% discount below advertised local rates.
4. At the end of one year Carrier reserves the right to review pricing based on market conditions.



September 9, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, TX 78539

VIA FAX NO. 318-2629

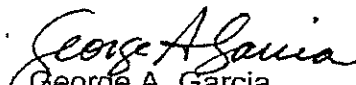
Project: Hidalgo County Old Administration Building Remodeling

Dear Mrs Salazar,

MEP Solutions, Inc., our MEP engineer has inspected the existing air-conditioning installations that serve the 3rd floor. They have notified us that the existing system should be tested and evaluated. The items the engineer observed include the age and condition of air-handling equipment, deterioration of the chill water pipe connections, inefficient controls, water build-up in some of the ductwork and the apparent failure of the air volume control boxes located along the ducts. The rooftop chiller units appear to be in good condition, however, they are not working in conjunction with one another, therefore, they are at low efficiency in operation.

The conditions described may also apply to conditions at the other floors in the building. Since this is a major consideration in the remodeling of the building, we recommend that a Building Conditions Assessment be made of the air-conditioning systems. Once we have the assessment report, the engineer can determine the scope of the work required.

Please call me if we can provide any further information at this time.


George A. Garcia,
Project Architect

6. Presentation and recommendation by project architect (for Alcocer Garcia & Associates) to engage professional engineering services pursuant to the AIA form of agreement between Hidalgo County and Architect under provision (page 5, paragraph 1.3.3) in connection with the "Renovations to Administration Building at 100 E. Cano" (Contract No. C-08-131-08-07) including but not limited to the following necessary and required assessments:

- ✓ A. H-VAC System
- B. Asbestos
- C. Structural

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items A thru C.

At this time the Court moved back to item #7.

7. Indigent Defense:
Requesting authority to purchase (6) six tandberg T150 cameras including maintenance agreement through our membership/participation with (DIR) Department of Information Resource's awarded vendor, Designs That Compute, d/b/a, Visionality DIR contract #-SDD-214 through requisition #139729 for the total amount of \$9,766.00.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

8. Approval of Request for Application No. 4 in the amount of \$119,618.30 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Headstart Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Alex Architects.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

9. Requesting authority to advertise a "Request For Proposal" with approval of

AI-11249**20.A.6.****Renovations to Administration Building at 100 E. Cano -Authority to engage a firm for Various Assessments requested by project Architect (08-131)****CC REGULAR****Date:** 09/23/2008**Submitted By:** Moises Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County**Information****CAPTION**

Presentation and recommendation by project architect (for Alcocer Garcia & Associates) to engage professional engineering services pursuant to the AIA form of agreement between Hidalgo County and Architect under provision (page 5, paragraph 1.3.3) in connection with the "Renovations to Administration Building at 100 E. Cano" (Contract No. C-08-131-08-07) including but not limited to the following necessary and required assessments:

A. H-VAC System

B. Asbestos

C. Structural

BACKGROUND**Fiscal Impact****FISCAL YEAR:****ACCT. #:** 8-1336-419-00-115-073-0-452**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$2,796,100.00 as of 9/18/08.

AttachmentsLink: [AGADC Assessments requests](#)Link: [Project update](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2008 03:09 PM	APRV
2	Budget & Management	Veronica Lopez	09/18/2008 03:34 PM	APRV
3	Dale Kennan	Dale Kennan	09/18/2008 04:30 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2008 06:06 PM	APRV
5	Court Administrator	Angela Garcia	09/19/2008 07:39 AM	APRV
Form Started By: Moises Salazar			Started On: 09/17/2008 04:18 PM	
Final Approval Date: 09/19/2008				

September 10, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

Project: Hidalgo County Old Administration Building Remodeling

Dear Mrs Salazar,

The air-conditioning systems at the building will need to be assessed for the reasons we previously reported. Also, the 2nd and 3rd floors will have to be evaluated for support strength at those areas where the new space-saver files will be installed.

We propose to engage a consulting firm to provide the above assessment and testing. We would provide these services under the Change In Services clause (para. 1.3.3, p. 5) of the A/E contract.

Please advise on the above as soon as possible. Thank you.


George A. Garcia,
Project Architect

AI-15927

22.B.1.

**Requesting approval of Corrected Agreement with Dos Logistics
CC REGULAR**

Date: 06/15/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

- a. Requesting recission of the final contract form presented and approved by CC on 6-8-09 (and as yet not executed) with Dos Logistics (authorized for negotiations by CC on 5-19-09) for the provision of general engineering services for: "Building/Structure Repairs and/or Renovations" for county-owned buildings/structures located in Pct. #2;
- b. Requesting approval of final contract form with Dos Logistics (authorized for negotiations by CC on 5-19-09) for the provision of general engineering services for: "Building/Structure Repairs and/or Renovations" for county-owned buildings located in Pct. #2;

BACKGROUND

Approval of contract was placed on 6/8/09. Agreement lacked provisions.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-432-00-122-001-0-334 (avail. bal. \$ 4,000.00)
9-1202-431-00-122-006-0-334 (avail. bal. \$50,000.00)
9-1212-452-00-122-008-0-334 (avail. bal. \$ 6,000.00)

*services are provided on an "as needed basis" to Pct. No.2. Funding will be determined at the time a work authorization is issued.

Attachments

Link: Correct Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2009 12:31 PM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 01:21 PM	APRV
3	Roland Garcia	Rolando Garcia	06/11/2009 10:48 AM	APRV
4	Auditor's Office	Monica Badillo	06/12/2009 09:22 AM	APRV

Form Started By: Rocio Villarreal

Started On: 06/09/2009 03:54
PM

Final Approval Date: 06/12/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-237-06-08

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Dos Logistics, Inc., Professional Engineers of **Weslaco, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to “**Building Repairs and/or Renovations-On An As Needed Basis**” hereinafter referred to as the “**Project**”.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT “B”- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on June 8, 2010 (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner’s** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure

and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as

specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor

rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D”** - **Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and

the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work

to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT “F”** -

Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project’s** intended purpose. The **Engineer’s** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer’s** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer’s** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer’s Resources. The **Engineer** shall furnish and maintain, at the **Engineer’s** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("Statutory Texas")

- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT “G”- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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 .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: Dos Logistics, Inc.
Attn: Eric C. Ybarra, President/CEO
212 W. 3rd Street
Weslaco, Texas 78596

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2009.

ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric C. Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: June 9, 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (<i>Hidalgo County</i>)

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

I. GENERAL

The **Owner** will provide the **Engineer** the following:

- (1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.
- (2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the Owner may have on file concerning the **Project**.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner**.

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

- (1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

- (1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"
Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown but not limited, to, the following.

- A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawings review resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.
- B. Provide services as necessary for, but not limited to, the following areas: land development, land re-development, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Water/Wastewater Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Institutional projects, Multistory Buildings Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

Dos Logistics, Inc.
"On-Call Engineering Services"

EXHIBIT C

WORK SCHEDULE

EXHIBIT "C"
Work Schedule

A detailed work schedule for each Work Authorization, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved by the Owner in writing for each Work Authorization. The work schedule will provide specific work sequence and definite review time by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestones and deliverable due dates outlined in each Work Authorization's associated work schedule.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

ENGINEER'S RATES

EXHIBIT "D"
CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering						
Principal	\$237.53	\$249.41	\$261.88	\$274.97	\$288.72	\$303.16
Project Manager (VII)	\$210.11	\$220.62	\$231.65	\$243.23	\$255.40	\$268.17
Sr. Engineer (V)	\$191.02	\$200.57	\$210.60	\$221.13	\$232.18	\$243.79
Project Engineer(QA/QC)	\$164.27	\$172.49	\$181.11	\$190.17	\$199.67	\$209.66
Engineer (I) / (II)	\$133.71	\$140.40	\$147.42	\$154.79	\$162.53	\$170.65
Sr. Engineering Designer (III)	\$141.62	\$148.70	\$156.13	\$163.94	\$172.14	\$180.74
Environmental Scientist	\$126.07	\$132.37	\$138.99	\$145.94	\$153.24	\$160.90
Engineering Designer (I) / (II)	\$95.51	\$100.29	\$105.30	\$110.56	\$116.09	\$121.90
CADD Operator (I) / (II)	\$82.22	\$86.34	\$90.65	\$95.19	\$99.94	\$104.94
Secretary	\$68.76	\$72.20	\$75.81	\$79.60	\$83.58	\$87.76
Inspector	\$95.00	\$99.75	\$104.74	\$109.98	\$115.48	\$121.25

**These are the rates to be determined for each work authorization

NON-LABOR***
Mileage
Car Rental
Lodging (In states)
Meals
Air Travel
Overnight Carrier cost
GPS Equipment
Copies
Bond Plots
Color Plots
Mylar Plots

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis.
determined at time of negotiation. At the raates authorized by Hidalgo County Officials

EXHIBIT E

WORK AUTHORIZATION FORM

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **Hidalgo County Precinct 2**, hereinafter called the "**Owner**", and **DOS LOGISTICS, INC**, professional engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is the scope of work involves the developing of plans, specifications, and estimate, (PS&E) for the existing channel on City Water/Wastewater through ORCA.

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A" –Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is \$_____. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the **Work Schedule** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

Dos Logistics, Inc
"On-Call Engineering Services"

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 200_.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Hugo P. Gonzalez Jr., P.E.

THE OWNER:
HIDALGO COUNTY PRESCIENT NO. 2

BY: _____
Commissioner Hector Palacios

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

Dos Logistics, Inc
"On-Call Engineering Services"

EXHIBIT F

SUPPLEMENTAL AGREEMENT

FORM

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **Hidalgo County Precinct 2**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.**, professional engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ On-Call Engineering Services (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article ____ of the **Agreement**, (article title), is revised to _____
- _____
- _____
- _____
- _____
- _____
- _____

All other provisions are unchanged and remain in full force and effect.

Dos Logistics, Inc.
"On-Call Engineering Services"

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric Ybarra, President

OWNER:
HIDALGO COUNTY PRECIENT NO. 2

BY: _____
Commissioner Hector Palacios

LIST OF ATTACHMENTS

(as required)

Dos Logistics, Inc.
"On-Call Engineering Services"

EXHIBIT "F"
Page 2 of 2

EXHIBIT G

CERTIFICATE OF INSURANCE

ATTN: Blanca

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/28/2008**PRODUCER**

Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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

Das Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE

NAICS

INSURER A: Interstate Fire & Casualty

INSURER B: Sentinel Insurance/Hartford

INSURER C: Texas Mutual Insurance Company

INSURER D: SCC Specialty Insurance Co.

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.

ITEM NO.	ADD'L LTR. INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	CMR6200015-2	10-28-08	10-27-09	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		☐ CLAIMSMADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		☒ POLICY ☐ PRO-ECT ☐ LDC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMMOP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY	61UECK04021	08-18-08	08-18-09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☒ HURED AUTOS				AUTO ONLY - EA ACCIDENT \$
		☒ NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
						AUTO ONLY: AGG \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		☐ ANY AUTO				AGGREGATE \$
						\$
						\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMSMADE				AGGREGATE \$
		DEDUCTIBLE				\$
		RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	001176767	02-10-08	02-10-09	☒ WORKERS' COMPENSATION ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
D		Professional E&O	S707-10575-1	10-28-08	10-28-09	\$2,000,000 occurrence \$ 35,000 retention

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. 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 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

Ron Robertson

ACORD25(2001/08)

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AI-15934

22.C.1.

"Removal of Soil from Aguilar Detention Basin Pct. #4"

CC REGULAR

Date: 06/15/2009

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting authority to re-advertise for the sale or exchange for removal and hauling of top soil & fill dirt to be excavated at the 40 acre tract, aka, Aguilar Detention Basin in connection with the "San Carlos Drainage Improvements" project #2009-210-06-03-OGG. Project received no bidders on bid opening date June 03, 2009.

BACKGROUND

Proposed project received on interested bidders on bid opening held on June 03, 2009.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed project will require no fiscal impact; bid is for sale and purchase of soil payable to Hidalgo County.

Attachments

Link: 09-210

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2009 12:54 PM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 01:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/10/2009 03:23 PM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Oscar Garza
Started On: 06/09/2009 04:55 PM
Final Approval Date: 06/12/2009

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: JUNE 03, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PCT.#4 "REMOVAL OF SOIL
FROM AGUILAR DETENTION BASIN IN PCT. #4"

BID NO.: 2009-210-06-03-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. <i>DIRT WORK (BOB BROWN)</i>	<i>IP</i>	<i>[Signature]</i>	<i>5/18/09</i>	<i>P.O. Box 5000-126 Mission Tx. 956-358-2952</i>
2. <i>Toby GANTT MIDDALEY construction</i>	<i>EM</i>	<i>TK91973@sbcglobal.net</i>	<i>5/18/09</i>	<i>P.O. Box 2359 Edinburg Tx. 78540</i>
3. <i>Chosner Const.</i>	<i>IP</i>	<i>[Signature]</i>	<i>5-18</i>	<i>PO Box 29 Mercedes, TX. 78570</i>
4. <i>IOC</i>	<i>IP</i>	<i>[Signature]</i>	<i>5/28</i>	<i>8571490</i>
5. <i>AR Demolition</i>	<i>EM</i>	<i>MADELIN RACKLEY</i>	<i>5/28</i>	<i>512-243-2913</i>
6. <i>JOE CALIFA LNG Engineering</i>	<i>EM</i>	<i>JOE CALIFA ROW Department</i>	<i>5/29</i>	<i>585-1909</i>
7. <i>Roy Balderras Jr R.H.S., Inc.</i>	<i>IP</i>	<i>Roy Balderras Jr</i>	<i>6/3</i>	<i>239-2359</i>
8.				
9.				
10.				
11.				

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)

FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: JUNE 03, 2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Removal of Soil from Aguilar Detention Basin Pct. #4 "

BID NO: 2009-210-06-03-OGG

**Procurement Specialist:
OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE Per Cubic Yd.	TOTAL APPROXIMATE PRICE (Payable to Hidalgo County)
#1	No Bids Received	Top Soil: _____ Fill Dirt: _____	
#2		Top Soil: _____ Fill Dirt: _____	
#3		Top Soil: _____ Fill Dirt: _____	
#4		Top Soil: _____ Fill Dirt: _____	
#5		Top Soil: _____ Fill Dirt: _____	
#6		Top Soil: _____ Fill Dirt: _____	
#7		Top Soil: _____ Fill Dirt: _____	
#8		Top Soil: _____ Fill Dirt: _____	

Hidalgo County Purchasing Department Bid Sign In

Date: June 3, 2009

Please Print Name		Company Name
1.	Sandy Suarez	Purchasing Dept.
2.	Sandy Salas	RS Preferred Vending
3.	Sandra Zamora	The Center of Industrial Rehab
4.	John Riley	Cateley Printing / Jones & Ink Stationers
5.	Roy Bakers Sr	KeyShading Service, Inc.
6.	Loric Ochoa	MedQuick
7.	Elias Hernandez	RS Preferred Vending
8.	Manh Nguyen	Print Order & Supplies
9.	Friselle Torres	Hidalgo County Clerk's Office
10.	Oscar Carrera	Purchasing Dept
11.	Sandra Montalvo	Purchasing Dept
13.		
14.		

Bid #

Description

1.	2009-015-06-03-SMA	Vending Machine Services
2.	2009-160-06-03-MEG	Drug Test Collection Services
3.	2009-211-06-03-YZV	Purchase & Delivery of Storm Sewer Sand
4.	2009-187-06-03-YZV	Purchase of Storage Lockers
5.	2009-210-06-03-OGG	Removal of Soil from Aguilar Detention Basin Pct. #4
6.		

AI-15906

22.D.1.

**Mutual Termination of Interlocal and Completion Of New HC Elections
Warehouse
CC REGULAR**

Date: 06/15/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval of the mutual immediate termination of the Interlocal Agreement (#I-08-498-10-28) between the County of Hidalgo (Elections Dept.) and the City Of Pharr/EDC for the lease of office/warehouse as a training facility due to sale of said property to the PSJA Independent School District with rental payments to the City applicable through May of 2009;

b. Acceptance of Certificate of Occupancy issued by City of Edinburg and approval of Certificate of Completion reflecting the date of 5-29-09 as acknowledged by Hidalgo County Buildings & Grounds;

c. Acceptance of "Notice" from the City of Pharr/EDC of the sale of the training facility property (housing the Hidalgo County Elections Department-training/warehouse areas) to the PSJA Independent School District.

BACKGROUND

As per request from Elections Department for termination of Interlocal and City Of Pharr due to sale of building to the PSJA ISD. To be effective immediately upon approval from Commissioners Court. All equipment and staff is now fully located at the " New Elections Warehouse" located at 317 N. Closner, Edinburg, TX.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

It remains to be seen if the PSJA ISD will entertain a waiver of the rental payment for June inasmuch as discussions held between Superintendent Dr. King and Comm. Palacios indicated a possible waiver of rental fee due to the prompt vacating of premises. The final determination has not as yet been received by the County from the School District.

Funding to be determined if no waiver is agreed to. Possible funding through HAVA grant - General Compliance.

Attachments

Link: [I-08-498-10-28-Interlocal-City Of Pharr](#)

Link: [Notice Letter Of Sale Of Building](#)

Link: [Notice Letter](#)

Link: [09-300](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2009 11:15 AM	APRV
2	Budget & Management	Veronica Lopez	06/11/2009 11:35 AM	APRV
3	Roland Garcia	Rolando Garcia	06/11/2009 02:45 PM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Vangie Garcia

Started On: 06/09/2009 09:51 AM

Final Approval Date: 06/12/2009



MAYOR
Leo "Polo" Palacios, Jr.

COMMISSIONERS
Arturo J. Cortez
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Eduardo "Eddie" Cantu
Francisca Quintanilla
Adan Farias

CITY MANAGER
Fred Sandoval



January 21, 2009

Hidalgo County Purchasing Department
Attn: Vangie Y. Garcia
2802 S. Business Hwy 281
Edinburg, TX 78539

Re: Interlocal Agreement

Dear Ms. Garcia:

At the City Commission meeting of January 20, 2009, the Board of Commissioners approved the Interlocal Agreement between the City of Pharr and Hidalgo County for the lease of real property described as the Pharr Training Center located at 1100 E. Business Highway 83, Pharr, Texas. Enclosed please find the original executed agreement by the City of Pharr.

Should you have any questions or need additional information, please contact my assistant Hilda Pedraza or myself at (956) 702-5335.

Sincerely,

Aida V. Montoya
City Clerk

Vangie

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR AND
THE COUNTY OF HIDALGO**

I-08-498-10-28

WHEREAS, Hidalgo County (the "County" or "Lessee") and the City of Pharr (the "City" or "Lessor") desire to enter into a lease agreement in which the County, as "Lessee" will lease certain real property to County as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Lease Space") under the terms and conditions described herein;

WHEREAS, County is a county established under the laws of Texas;

WHEREAS, City is a home rule municipality established under the laws of Texas;

WHEREAS, City and County have agreed that it will be mutually beneficial to City and County to lease such real property on the terms and conditions herein contained;

WHEREAS, County now desires to sublease the Lease Space from the City which the City leases from the Pharr Economic Development Corporation (the "PEDC");

WHEREAS, City has express authority from its Lessor to sublease the property to County;

WHEREAS, County and City desire to execute this Agreement in order to document the arrangements relating to the lease;

NOW THEREFORE, in consideration of the foregoing and the following, City and County hereby agree as follows:

1. **LEASE FROM PHARR ECONOMIC DEVELOPMENT CORPORATION.** City represents and warrants that the document attached hereto as Exhibit "B" is a true and correct copy of the Lease previously entered into between City and the PEDC and that, pursuant to the terms of the Lease, City is authorized to enter into this Agreement with County. For and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by County, City does hereby sublease and demise to County and County does hereby rent and accept from City the Lease Space.
2. **LEASE TERM.** This lease shall be for a term of one (1) year (hereinafter referred to as the "Lease Term"), commencing on October 28, 2008, and ending on October

27, 2009 (the "Termination Date"), subject however, to earlier termination as provided in this Agreement, or unless renewed and extended in accordance with Paragraph 3.

3. **RENEWAL.** County shall have the right and option to renew and extend the term of this Lease for one (1) additional year upon written notice to City at least sixty (60) days prior to the expiration of the Lease Term. The terms and conditions during the option term shall be the same terms and conditions contained herein.
4. **HOLDING OVER.** If Lessee shall hold over after the expiration of the Lease Term, or any renewal or extension thereafter, such tenancy shall be from month to month on all terms, covenants, and conditions of this Lease.
5. **RIGHT OF TERMINATION.** This Lease may be terminated by Lessee or Lessor upon sixty (60) days written notice to the other party without cause. Notice of termination shall be delivered to the parties pursuant to Paragraph 30 herein.
6. **RENT.** County agrees to pay City the sum of One Dollar and Ten Cents (\$1.10) per square foot for a sum of Ten Thousand Four Hundred and Thirty-Six Dollars and Eighty Cents (\$10,436.80) per month to be paid in one annual payment on or before the first day of the Lease Term.
7. **TAXES.** City shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Agreement may be levied on or assessed against the Lease Space and all improvements and other property thereon, whether belonging to City or to County. City shall pay all such taxes, charges, and assessments, if any, to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and City agrees to indemnify and save County harmless from all such taxes, charges, and assessments.
8. **UTILITIES.** City shall pay or cause to be paid all charges for heat, gas, electricity and trash removal and City shall pay or cause to be paid all charges for water and sewer. County shall not be responsible for any utility charges associated with the Lease Space.
9. **PERMITTED USE.** County may use the Lease Space for any and all lawful purposes.
10. **MAINTENANCE.** To the extent that City is required under this Agreement to maintain and repair any portion of the Lease Space, County agrees to perform the same maintenance and repairs on the Lease Space as would be required by City.
11. **EQUIPMENT AND FIXTURES.** County has, at all times, the right to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on or about the Lease Space, provided that County complies with all

applicable governmental laws, ordinances and regulations regarding such fixtures. County has the right to remove all such trade fixtures at the termination of this Agreement, provided that the fixtures can be removed without structural damage to the Lease Space or to the building. County shall repair any damage to the Lease Space caused by the removal of trade fixtures, and all such repairs must be completed prior to the termination of this Agreement. Any trade fixtures that have not been removed by County at the termination of this Agreement shall be deemed abandoned by County and shall automatically become the property of City.

12. **SIGN.** Subject to the written approval of City, and to the extent necessary with consent from the PEDC, and further subject to applicable laws, ordinances and regulations, the County shall have the right to install signs on the Lease Space. County shall remove all signs at the termination of this Agreement and repair any damage resulting from the erection or removal of the signs.
13. **INSURANCE.** City, or to the extent required under the Lease with the PEDC, shall, at its own expense, keep all buildings and improvements on or relating to the Lease Space insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The policies shall provide that any proceeds for loss or damage to the buildings or to improvements shall be payable solely to City or to PEDC, as appropriate, which sum the recipient shall use for repair and restoration purposes as provided herein.
14. County shall maintain all insurance on County's personal property located within the Lease Space and County covenants and agrees that City and the PEDC shall have no responsibility for damage or destruction of County's personal property located within the Lease Space.
15. **LIABILITY INSURANCE.** City and/or The PEDC shall, at its own expense, provide and maintain in force during the term of this Agreement, liability insurance in the amounts deemed adequate by City and/or The PEDC.
16. **DAMAGE OR DESTRUCTION.** If the building on the Lease Space should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement, at the option of the County, shall terminate, effective as of the date of said occurrence.
17. **PARTIAL DAMAGE.** If the Lease Space should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement shall not terminate, but City shall, if the casualty has occurred prior to the final twelve (12) months of the Agreement term, at City's sole cost and risk proceed forthwith to rebuild or repair or cause to be rebuilt or repaired

the Lease Space to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the Agreement term, City shall not be required to rebuild or repair such damage. In the event that City should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, County may at its option terminate this Agreement by written notification at such time to City, whereon all rights and obligations hereunder shall cease.

18. **TOTAL CONDEMNATION.** If during the term of this Agreement all of the Lease Space should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Agreement shall terminate, effective as of the date of the taking of the premises by the condemning authority.
19. **PARTIAL CONDEMNATION.** If less than all, but more than ten percent (10%) of the Lease Space is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, County may terminate the Agreement by giving written notice to City within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Lease Space are partially condemned and County fails to exercise the option to terminate the Agreement under this section, or if less than ten percent (10%) of the Lease Space are condemned, this Agreement shall not terminate, but County may, at its sole expense, restore and reconstruct the building and other improvements situated on the Lease Space to make them reasonably tenantable and suitable for the uses for which the Lease Space is leased.
20. **CONDEMNATION AWARD .** City and County shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Agreement shall not affect the rights of the respective parties to such awards.
21. **DEFAULT BY COUNTY.** If County shall remain in default under any condition of this Agreement for a period of thirty (30) days after written notice from City, City may at its option, without notice to County, terminate this Agreement or, in the alternative, City may re-enter and take possession of the Lease Space and remove all persons and property without being deemed guilty of any manner of trespass and relet the Lease Space, or any part of the Lease Space, for all or any part of the remainder of the term of the Agreement, to a party satisfactory to City and at such monthly rental as City may with reasonable diligence be able to secure.
22. **DEFAULT BY CITY OR THE PHARR ECONOMIC DEVELOPMENT CORPORATION.** If City defaults in the performance of any terms or covenants, as condition required to be performed by it under this Agreement, County may elect to do either one of the following:

- (a) After not less than thirty (30) days notice to City, County may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All reasonable sums expended, or obligations incurred, by County in connection with remedying City's default shall be paid by City to County on demand and, on failure of such reimbursement, County may, in addition to any other right or remedy that County may have, deduct these costs and expenses from rent subsequently becoming due under this Agreement.
- (b) County may terminate this Agreement by giving at least thirty (30) days notice to City such intention. In the event County elects this option, the Agreement will be terminated on the date designated in County's notice, unless City has cured the default to the reasonable satisfaction of the County prior to expiration of the thirty (30) day period.
26. **CUMULATIVE REMEDIES.** All rights and remedies of City and County under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
27. **WAIVER OF BREACH.** A waiver by either City or County of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
28. **NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or addressed to the parties at the addressed set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Pharr
Attention: Fred Sandoval, City Manager
P.O. Box 1729
Pharr, Texas 78577

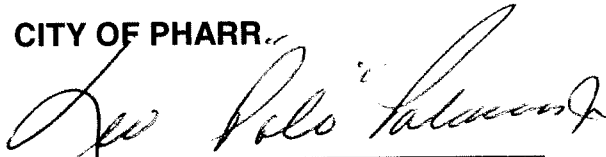
If to County: Hidalgo County, Texas
Attn: J. D. Salinas, III, County Judge
100 East Cano 2nd Floor
Edinburg, Texas 78539

With copy to: Hector "Tito" Palacios, Commissioner, Precinct No. 2
301 E. State Street
Pharr, Texas 78577

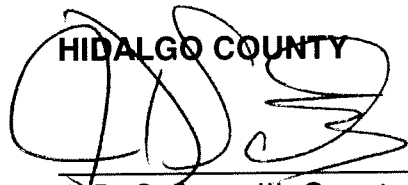
29. **COMMITMENT OF CURRENT REVENUES ONLY.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

IN WITNESS WHEREOF, City and County approve the execution of this Interlocal Cooperation Agreement by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

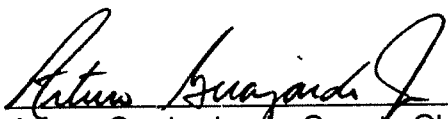
CITY OF PHARR.


Mayor LEOPOLDO "POLO" PALACIOS, JR.

HIDALGO COUNTY


J. D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

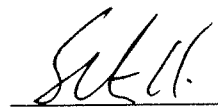

By: Stephen L. Crain

EXHIBIT "A"

**HIDALGO COUNTY-CITY OF PHARR
"LEASE OF SPACE"
I-08-498-10-28**

LEGAL DESCRIPTION OF PROPERTY

9,488 Square Feet
1100 E. Business Highway 83
Pharr, Texas 78577
(El Chaparral Lot 1)

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, December 16, 2008 11:58 AM
To: 'Tony Sandoval'
Subject: RE: Lease space

Good Morning,
Thank you for this information.

From: Tony Sandoval [mailto:tsandoval@pharredc.com]
Sent: Tuesday, December 16, 2008 11:47 AM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: Raul Garza; Maria Garcia
Subject: Lease space

Mrs. Garcia,

Attached please find a floor plan for our building in Pharr that indicates the space being leased by Hidalgo County. Total square footage is 9,488.

If you need additional information or have any questions, please do not hesitate to contact me.

Tony Sandoval
Accountant
Pharr Economic Development Corporation
956-781-7332 (office)
956-588-9757 (cell)

12/16/2008

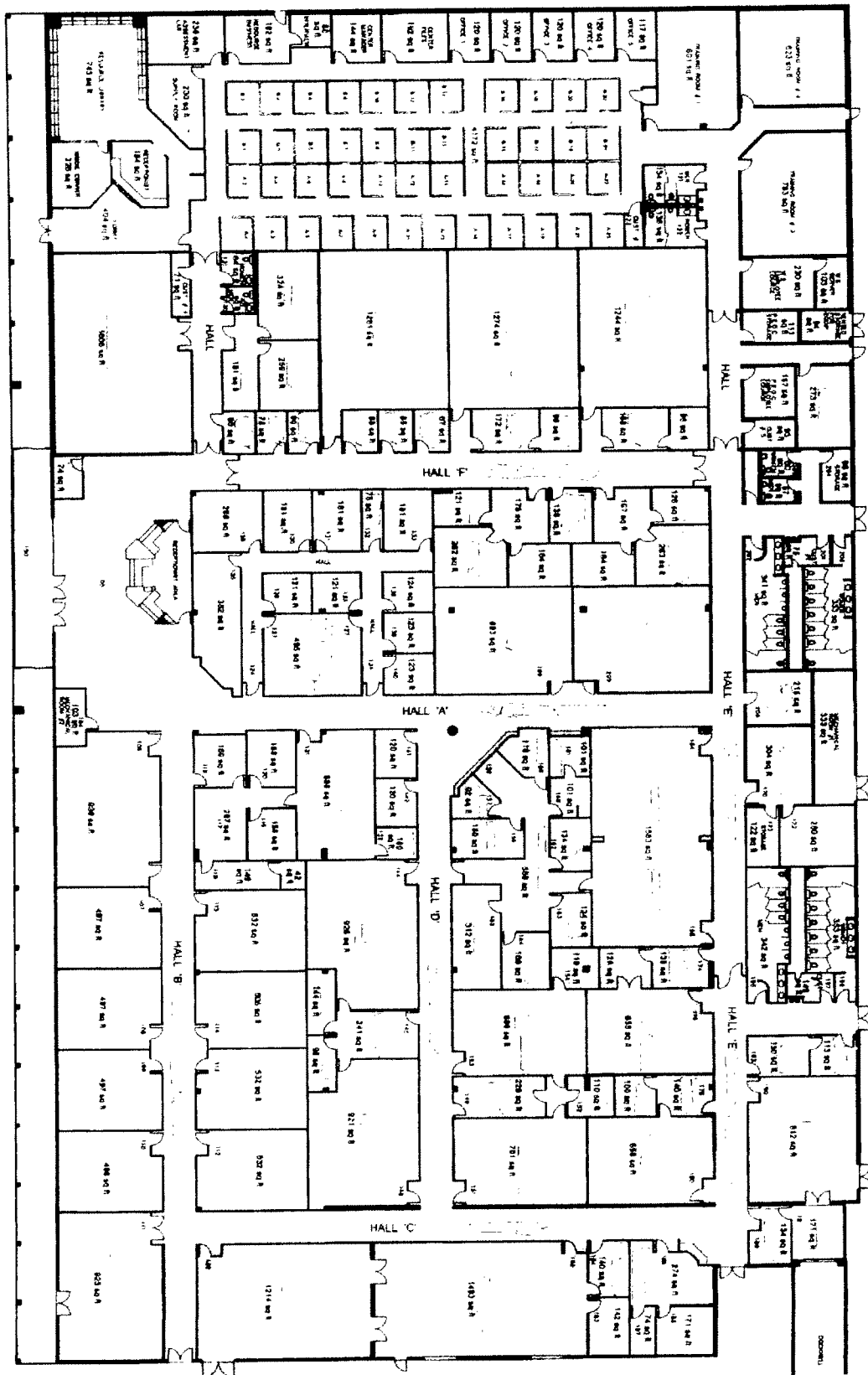


EXHIBIT “B”

Lease

CITY OF PHARR and PHARR ECONOMIC DEVELOPMENT CORPORATION



MAYOR
Leo "Polo" Palacios, Jr.

COMMISSIONERS
Arturo J. Cortez
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Eduardo "Eddie" Cantu
Francisca Quintanilla
Adan Farias

CITY MANAGER
Fred Sandoval



November 21, 2008

Vangie Y. Garcia
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Texas 78539

RE: RENEWAL OF LEASE AGREEMENT

Dear Ms. Garcia:

Attached please find a copy of the renewed Lease Agreement between the City of Pharr and the Pharr Economic Development Corporation for the Pharr Training Center located at 1100 E. Business Highway 83, Pharr, TX.

If you have any questions, please feel free to call me at 956-702-5335 ext. 113.

Sincerely,

Aida V. Montoya
City Clerk

HP C:\mydocuments\admin\aida\lease agreement hidalgo county ltr.

LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS LEASE, made and entered into this 26th day of October, 2008, by and between
the Pharr Economic Development Corporation of Texas hereinafter called
"LESSOR" and City of Pharr, Texas hereinafter called "LESSEE."

WITNESSETH

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

1. LESSOR does hereby lease unto LESSEE and LESSEE does hereby take from LESSOR the premises located at and described as follows:

9,488 square feet located within:

1100 E. Business Highway 83

Pharr, Texas 78577

Legal Description: El Chaparral Lot 1

2. Should the LESSEE at anytime fail to pay said rent within ten (10) days after the time herein stipulated, or if default be made in any other provision, that LESSOR may, at its option and upon thirty (30) days written notice to LESSEE terminate the lease agreement.
3. LESSOR may enter premises at any reasonable hour for the purpose of examining the same or making such repairs or alterations as LESSOR may see it.

I.

LEASE AND TERMS

- 1.01 The term of this Lease shall be for one year (1), beginning on the 26th day of October, 2008 hereinafter called the "Initial Term", during which time the rental fee shall be \$1.00 for the year payable upon the signing of this agreement. Should the LESSEE at anytime fail to pay said rent within ten (10) days after the time herein stipulated, or if default be made in any other provision, the LESSOR may, at its option and upon thirty (30) days written notice to terminate this lease Agreement.

If the property that is the subject of this lease is sublet by the LESSEE to a sub-LESSEE, any and all rental fees collected by the LESSEE from the sublease will be immediately transferred to the LESSOR (PHARR ECONOMIC DEVELOPMENT CORPORATION) upon collection by the LESSEE FROM THE sub-LESSEE.

- 1.02 Any and all notice required shall be sent Certified Mail to LESSOR or the LESSEE, as shown below:

AS TO LESSOR:

Name: P.E.D.C., Raul Garza, Executive Director
Street No. & Name: 1215 S. Cage Blvd.
City & State: Pharr, Texas 78577

AS TO LESSEE:

City of Pharr, Fred Sandoval, City Manager
Street No. & Name: P.O. Box B
City & State: Pharr, Texas 78577

- 1.03 The cost of all water, gas, electricity and other utilities used on the premises during the term of the lease shall be paid for by LESSOR.
- 1.04 LESSEE shall not use said premises for any purpose other than as a government related purpose, and LESSEE agrees to comply with the laws, statutes and ordinances of the City and State where located.
- 1.05 **Holding Over:** Subject to the lease renewal option set forth herein, LESSEE shall vacate the Property upon the expiration or earlier termination of this Lease, LESSEE shall reimburse LESSOR for indemnify LESSOR against all damages incurred by it from any delay by LESSEE in vacating the Property. If LESSEE does not vacate the Property upon the expiration or earlier termination of the Lease LESSEE's occupancy of the Property shall be "month-to-month" tenancy, subject to all of terms of this Lease applicable to a month-to-month tenancy.
- 1.06 **Early Termination:** LESSOR and LESSEE reserve the right to terminate this lease agreement or any extensions of same after providing thirty (30) days notice to cancel same.
- 1.07 **Re-letting Charge:** LESSEE will be liable to LESSOR for a re-letting charge of 85% of the highest monthly rent during the Lease Contract a month, if the LESSEE:
- A. Moves out without LESSOR'S written approval and without paying rent in full for the entire Lease Contract term or renewal period; or
 - B. Moves out at LESSOR's demand because of LESSEE's default; or
 - C. Judicially evicted.

The re-letting charge is not a cancellation fee and does not release your from your obligations under the Lease Contract.

II.

MAINTENANCE, REPAIRS AND ALTERATIONS

- 2.01 **Acceptance of Premises:** LESSEE acknowledges that it has fully inspected the Property and accepts the Property in its condition as the execution of this Lease as suitable for the purposes for which it is leased. LESSEE acknowledges that, except as stated in the following sentence or as otherwise set forth in this Lease, neither LESSOR nor any agent of LESSOR has made any representations as to the condition of the Property or the suitability of the Property or the suitability of the Property for LESSEE'S intended use. LESSOR represents that on the commencement Date, the plumbing, electrical system and exterior doors, and any fire protection sprinkler system, heating system, air conditioning equipment, elevator, roof repairs and repairs existing on the date of this Lease, are or will be in good operating condition.
- 2.02 **Condition upon Termination:** Upon the termination of this Lease, LESSEE shall surrender the Property to LESSOR, in the same condition as received except for ordinary wear and tear and any and all structure, equipment, fixtures and other items the LESSOR may determine were purposely destroyed by LESSEE, except, for alterations or improvements made to the Property pursuant to this Lease. However, LESSEE shall not be obligated to repair any damage which alterations, additions, fixtures and improvements which LESSOR has not required LESSEE to remove shall become LESSOR'S property and shall be surrendered to LESSOR upon the termination of the Lease. In the event, however, shall LESSEE remove any of the following materials or equipment without LESSOR's prior written consent; any power wiring or power panel; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.
- 2.03 Alterations or repairs desired by LESSEE to interior of said premises are to be made at LESSEE'S expense and with permission of the LESSOR. LESSEE shall return premises to LESSOR at expiration or termination of term or extension thereof in like condition reasonable wear and tear expressly excepted. LESSOR agrees to exterior of premises, including the roof, gutters, outer walls, and downspouts. It is agreed that any signs, trade, fixtures, office furniture, fixtures and equipment, may be removed by LESSEE at the expiration, termination, or any renewal of this Lease Agreement. However, if damage will occur in removing said sign, trade fixtures, office furniture, fixtures and equipment, the LESSEE will be responsible for the cost of repairing damage caused to the LESSOR's property at the time the LESSEE removed said item. Further, if the removal of the item will cause severe damage to the LESSOR's property, the item will not be removed. The LESSOR will solely responsible for determining whether the removal of an item will cause severe damage to its property.

III.

DAMAGE OR DESTRUCTION

Notice. If the building or other improvements situated on the Property should be damaged or destroyed by fire, tornado or other casualty, LESSEE agrees to notify LESSOR by written notice of such damage within ten (10) days of the damage occurring.

Partial Damage. If the building or other improvements situated on the "lease premises" at the center of this contract should be damaged by fire, tornado or other casualty but not to such an extent the rebuilding or repairs cannot reasonably be completed within 120 days from the date, LESSOR receives written notification by LESSEE of the happening of the damage, this Lease shall not terminate, but LESSOR shall, at its sole cost and risk, proceed forthwith and use reasonable diligence to rebuild or repair such building and other improvements on the Property (other than Property) to substantially the condition in which they existed prior to such damage; provided however, if the casualty occurs during the final 18 months of the Lease Term (or any renewal thereof), LESSOR shall be required to rebuild or repair such damage unless LESSEE shall exercise its renewal option (if any is contained herein) within fifteen (15) days after the date of receipt by LESSOR of the notification of the occurrence of the damage. If LESSEE does not elect to exercise its renewal option or if there is no renewal option contained herein or previously unexercised at such time, this Lease shall terminate at the option of LESSOR and rent shall be abated for the unexpired portion of this Lease, effective from the actual receipt receipt by LESSOR of the written notification of the damage. If the building and other improvements are to be rebuilt or repaired and are to be rebuilt or repaired and are unforeseeable in whole or in part following such damages, the rent payable hereunder during the period in which they are unforeseeable shall be adjusted equitably.

Substantial or Total Destruction. If the building or other improvements situated on the Property should be substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within 120 days from the date LESSOR receives written notification by LESSEE of the happening of the damage, this Lease shall terminate at the option of LESSOR and rent shall be abated for the unexpired portion of this Lease, effective from the date of receipt by LESSOR of such written notification. If this Lease is not terminated, the building and the improvements shall be rebuilt or repaired and rent abated to the extent provided under Section 7.02

IV.

CONDEMNATION

If during the term of this Lease, or any extension or renewal thereof, all or a substantial part of the Property should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective from the date of taking of the Property by the condemning authority. If less than a substantial part of the demised premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is sold to, the condemning authority under threat of condemnation, LESSOR, at its option, may by written notice terminate this Lease or shall forthwith at its sole expense restore

and reconstruct the buildings and improvements (other than leasehold improvements made by LESSEE or any assignee, or other occupant of the Property) situated on the Property in order to make the same reasonable foreseeable and suitable for the use for which Property is leased. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably. LESSOR and LESSEE shall each be entitled to receive and retain such separate award and portions of lumps sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

V.

DEFAULT AND REMEDIES

Default. The following events shall be deemed to be events of default under this Lease:

- (a) Failure of LESSEE, its employees, licensees or LESSEE'S or any other person entering the property under the express or implied invitation of LESSEE, to pay any installment of the rent or other sum payable to LESSOR hereunder on the date that same is due and such failure shall continue for a period of five (5) days from such due date;
- (b) Failure of LESSEE to comply with any term, condition or convent of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to LESSEE;
- (c) LESSEE or any guarantor of LESSEE's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;
- (d) LESSEE or any guarantor of LESSEE's obligations hereunder shall commence any case, Proceeding or other action seeking recognition arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for insolvency, reorganization or relief of debtors, or seeking appointment of receiver, trustee, custodian or other similar official for it or for insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;
- (e) Any case, proceeding or other action against LESSEE or any guarantor of LESSEE's obligation hereunder shall be commenced seeking to have an order for relief entered lapses for any reason, LESSEE is solely liable for any damages and /or injuries resulting form the ownership, use occupancy or maintenance of property and the LESSEE shall indemnify and hold harmless the LESSOR for any expenses including but not limited, damages, attorneys fees, court costs incurred by LESSOR as a result of LESSEE's lack of liability insurance. LESSEE must furnish LESSOR with certificates of all insurance required by this article.

- (f) Abandonment of LESSEE of any substantial portion of the Property or cessation of the use of the Property for the purpose leased; and/or
- (g) LESSEE allows a mechanic's lien to be placed on the property that is the subject of this contract;
- (h) The LESSEE does not complete improvements listed within 12.14 within six months of the LESSEE signing this lease.

Remedies. Upon the occurrence of any of the events of default listed in Section 10.01, LESSOR shall, as its sole exclusive remedies, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

- (i) Terminate this Lease, in which event LESSEE shall immediately surrender the Property to LESSOR, if LESSEE fails to so surrender such premises, LESSOR may, without prejudice to any other remedy which it may have for possession of the Property or arrearage in rent, enter upon and take possession of the Property and expel or remove LESSEE and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the Property on satisfactory terms or otherwise;
- (j) Enter upon and take possession of the Property, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, part therefore.
- (k) Enter upon the Property, by force, if necessary, without TERMINATION THIS Lease and without being liable for prosecution of for any claim for damages thereof and do whatever LESSEE is obligated to do under the terms of this Lease, LESSEE agrees to pay LESSOR on demand for expenses which LESSOR may incur in thus effecting compliance with LESSEE obligations under this Lease, together with interest thereon at the rate of 10% per annum from the date expanded until paid. LESSOR shall not be liable for any damages resulting to LESSEE from such action, whether caused by negligence of LESSOR or otherwise.
- (l) If LESSEE defaults LESSOR may end LESSEE's right of occupancy by giving 24 hours' notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return, receipt requested; (3) personal delivery to any resident; (4) personal delivery at the premises to any occupant over 16 years old; or (5) affixing the notice to the inside of the premises' main entry door. Termination of LESSEE's possession rights or subsequent re-letting does not release LESSEE from liability of future rent. After giving notice to vacate or filing an eviction suit, LESSOR may still accept rent or other sums due; the filing or acceptance does not waive or diminish LESSOR's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive LESSOR'S right to damages; past or future rent, or other sums.

Notice of Default. LESSEE shall give written notice of any failure by LESSOR to perform any of its obligations under this Lease to LESSOR shall not be in default under this Lease unless LESSOR (or such ground LESSOR, mortgagee or beneficiary) fails to cure such non-performances within thirty(30) days after receipt of LESSEE's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, LESSOR shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

LESSOR's or LESSEE's waiving breach of this lease by the other party does not constitute a continuing waiver or waive of any subject breach.

VI.

LESSOR'S LIEN

In addition to the statutory LESSOR's lien, LESSEE hereby grants to LESSOR a security interest to secure payment of all rent and other sums of money becoming due hereunder from LESSEE, upon all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated in or upon the Property, together with the proceeds from the sale of lease thereof. Such property shall not be removed without consent of LESSOR until all arrearage in rent and other sums of money then due to LESSOR hereunder shall first have been paid and discharged. Upon the occurrence of an event of default, LESSOR may, in addition to any other remedies provided herein or by law, enter upon the Property and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated on the Property without having liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving LESSEE reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to LESSEE of such sale shall be deemed sufficient if given in the manner prescribed in this Lease at least ten (10) days before the time the sale. Any public sale made under this Article shall be deemed to have been conducted in a commercially reasonable manner if held on the Property or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county, where the Property is located for five consecutive days before the date of the sale. LESSOR or its assigns may purchase such property at a public sale and, unless prohibited by Law, at a private sale. The proceeds from any disposition dealt with in this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to LESSEE or as otherwise required by law; LESSEE shall pay any deficiencies forthwith. Upon request by LESSOR, LESSEE agrees to execute and deliver to LESSOR a financing statement in form sufficient to perfect the security interest of LESSOR in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rents expressly reserved; the security interest herein granted is in addition and supplementary thereto.

VII.

MECHANICS LIEN

LESSEE will not permit any mechanic's lien to be placed on the premises or on improvements on them. If a mechanic's lien is filed on the premises or on improvements on them, LESSEE will promptly pay the lien. If default in payment of the lien continues for 20 days after LESSOR's written notice to LESSEE, LESSOR may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts LESSOR pay to remove a mechanic's lien caused by LESSEE to be filed against the premises or against improvements on them, including expenses and interest, shall be immediately due to the LESSOR upon written notice to LESSEE, along with interest at 10% annually until repaid.

VIII

INSURANCE

Casualty Insurance. During the Lease Term, LESSEE shall maintain policies of insurance covering loss of or damage to the Property at the center of this lease, in the amount of \$500,000.00 per occurrence. Such policies shall provide protection against all perils included within the classification of the extended coverage and any other perils which, LESSEE and LESSOR deem necessary. LESSEE shall also obtain insurance coverage for LESSEE's inventory, fixtures equipment or building improvements installed by LESSEE in or on the Property. LESSEE shall, in addition, at LESSEE's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements as LESSEE's deems necessary to protect its interest. LESSEE shall not do or permit to be done anything which invalidates any such insurance policies. Any casualty insurance which may be carried by LESSOR or LESSEE shall be for the sole benefit of the party carrying such insurance and under its sole control.

Liability Insurance. During the Lease Term, LESSEE shall maintain a policy of comprehensive public liability insurance, at LESSEE's expense, insuring LESSOR against liability arising out of the ownership, use occupancy or maintenance of the Property, in the amount of \$1,000,000.00. Such policy shall contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days prior written notice to LESSOR, LESSEE may discharge its obligations under this Section by naming LESSOR as an additional insured under a policy of comprehensive liability insurance maintained by LESSOR and containing the coverage and provisions described in this Section. LESSEE shall deliver a copy such policy or certificate (or a renewal thereof) to LESSOR prior to the Commencement Date and prior to the expiration of any such policy during the Lease Term. If LESSEE fails to maintain such policy, LESSOR may elect to maintain such insurance at LESSEE's expense.

LESSEE shall, at LESSEE's expense, maintain such other liability insurance as LESSEE deems necessary to protect LESSEE. If the LESSEE's insurance lapses for any reason, LESSEE is solely liable for any damages and/or injuries resulting from the ownership, use occupancy or maintenance of property and the LESSEE shall indemnify and hold harmless the LESSOR for any expenses including but not limited damages, attorneys fees, court costs incurred by LESSOR as a result of LESSEE's lack of liability insurance. LESSEE must furnish LESSOR with certificate of all insurance required by this article.

Indemnity. LESSOR shall not be liable to LESSEE or to its employees, agents or visitors, or to any other person whosoever, for any injury to persons or damages to property on or about the Property or the adjacent area owned by LESSOR caused solely by the negligence or misconduct of LESSEE, its employees, licenses or concessionaires or any other person entering the Property under express or implied invitation of LESSEE, its employee, licenses or concessionaires or arising solely out of the use of the Property by LESSEE's its employees, licenses or concessionaires and the conduct of its business therein, or arising solely out of any breach or default by LESSEE in the performance of its obligations hereunder, and LESSEE hereby agrees to indemnify LESSOR and hold it harmless from any loss, expense or claims rising out of such damage or injury by only as permitted by law. LESSEE shall not be liable for any injury or damages caused in whole or in part by the negligence or misconduct of LESSOR, or its employees or agents, and LESSOR agrees to indemnify LESSEE and hold it harmless from any loss, expense or damage arising out of such damage or injury, to the extent provided by law.

IX

TAXES

Payment by LESSOR. LESSOR shall pay all real estate taxes on the Property during the Lease Term.

Improvements by LESSEE. In the event the real estate taxes levied against the Property for the real estate tax year in which the Lease Term commences are increased as a result of any alterations, additions or improvements made by LESSEE or by LESSOR at the request of LESSEE, LESSEE shall pay to LESSOR upon demand the amount of such increase. For the purposes of the calculations under Section 4.02, the amount of the real estate taxes during the real estate tax year in which the Lease Term commences shall not include any taxes resulting from any such alterations, additions or improvements made in or to the Property. LESSOR shall obtain from the tax assessor or assessors a written statement of the total amount of such increase.

Joint Assessment. If the real estate taxes are assessed against the Property jointly with other property not constituting a part of the Property, the real estate taxes for such years shall be equal to the amount bearing the same proportion to the aggregate assessment that the usual square feet of building area in the Property bears to the total square feet of building area included in the joint assessment.

Personal Property Taxes. LESSEE shall pay all taxes charged against trade fixtures furnishings, equipment or any other personal property belongings to LESSEE. LESSEE shall try to have its personal property taxed separately from the Property, but if any of LESSEE's personal property is

taxed with the Property, LESSEE shall pay the taxes for the personal property within fifteen (15) days after LESSEE receives a written statement for such personal property taxes.

Proof of Payment of Taxes. The LESSEE will pay all taxes owed by LESSEE by January 1 of each year, and will show proof of such payment to LESSOR by January 15 of each year.

XI

ASSIGNMENT AND SUBLETTING

LESSEE shall, without the prior written consent of LESSOR, assign this Lease or sublet the Property or any portion thereof. Any assignment or subletting shall be expressly subject to all terms and provisions of this Lease, including the provisions pertaining to the use of the Property. In the event of the assignment or subletting, LESSEE shall remain fully liable for the full performance of all LESSEE's obligations under this Lease. In the event of the occurrence of an event of default while the Property is assigned or sublet, LESSOR, in addition to any other remedies provided herein or by law, may at LESSOR's option, collect directly from such assignee or subLESSEE all rents becoming due under such assignment or subletting and apply such rent against any sums due to LESSOR hereunder. No direct collection by LESSOR from any such assignee or subLESSEE shall release LESSEE from the performance of its obligations hereunder.

XII

MISCELLANEOUS

Force Majeure. In the event performance by either party hereto of any term, condition or covenant in this Lease is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood or any other cause not within the control of such party, the period for performance of such term, condition or covenant shall be extended for a period equal to the period such party is so delayed or hindered.

Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. For convenience, each party hereto is referred to in the neuter gender; but the masculine, feminine and neuter genders shall include the other. In any provisions relating to the conduct, acts omissions of a party, the term "LESSEE" or "LESSOR", as the case may be, shall include such party's agents, employees, contractors, invites, successors or others using the Property with such party's expressed or implied permission.

Waivers. All waivers must be in writing and signed by waiving party. A party's failure to enforce any provisions of this Lease or its acceptance of rent shall not be waiver of any other provisions of this Lease, and shall not prevent such party from enforcing that provision or any other provisions of this Lease in the future.

Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part hereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendments shall be void.

Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, addressed to City Manager, P.O. Box B, Pharr, Texas 78577. Notices to LESSEE shall be delivered to the address specified in Section 1.03 above. Notices to any other party hereto shall be delivered to the address specified in Article One as the address for such party. Any party hereto may change its notice address upon written notice to the other parties.

Attorney's Fees. If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorney's fees, whether or not suit is instituted in connection therewith.

Survival. All obligations of any party hereto not fulfilled at the expiration or the earlier termination of this Lease, and all representations and warranties contained herein, shall survive the termination of this Lease.

Binding Effect. This Lease shall inure to the benefit and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns.

LAW. Any disputes arising under this agreement and /or any renewal terms must be resolved in a state district court in Hidalgo County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed and delivered on the date first above mentioned.

Witnesses as to Lessor:

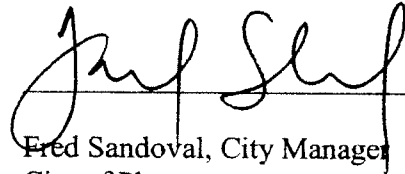
LESSOR:



Raul Garza, Executive Director
Pharr Economic Development Corporation

Witnesses as Lessee:

LESSEE:



Fred Sandoval, City Manager
City of Pharr

SWORN TO BEFORE ME THIS 18th day of November, 2008.



My Commission Expires: 7-15-2010

(SEAL)



HILDA PEDRAZA
Notary Public, State of Texas
My Commission Expires 7-15-2010

6. **Requesting authority for Hidalgo County to purchase Three (3) vehicles through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard for Precinct #3 (quotes attached hereto) in the total purchase price as follows for Project #08-437:**

Ford F-550 Cab/Chasis	\$38,882.00
Ford F-350 Cab/Chasis SRW	\$26,744.00
Ford F-250 Cab/Chasis	\$ 26,804.00

One time Buyboard Administrative Fee \$ 400.00

Total Amount Not to Exceed \$ 92,830.00

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Garza steps out.

E. Pct 4

1. **Requesting discussion, consideration and approval to purchase (6) Six New 2009 Chevrolet Diesel Trucks through the County's membership/participation with HGAG (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet in the amount of \$203,719.00 which included administration and delivery fees for Precinct #4's Drainage Improvements Project #2008-434-DIP-4-001-10-28.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

F. Elections Dept.

1. **Presentation for discussion, consideration and approval to enter into an "Interlocal Agreement" with City Of Pharr and The Pharr Economic Development Corporation for the lease of approximately 9500 sq. feet (at a rate of \$1.10/square foot) of space to store the elections voting system, related equipment and use as training center for the Hidalgo County Elections Department with new agreement changing only one article (2.04-Right of Termination) to read: Either party will have option to terminate upon sixty-day (60) written notice instead of Lessee's option to termination upon sixty-day (60) written notice to Lessor and all other rates, terms and conditions remaining the same.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Garza returns.



MAYOR
Leo "Polo" Palacios, Jr.

COMMISSIONERS
Arturo J. Cortez
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Eduardo "Eddie" Cantu
Francisca Quintanilla
Adan Farias

CITY MANAGER
Fred Sandoval



May 18, 2009

Mrs. Yvonne Ramon
Hidalgo County Elections Dept.
101 South 10th Ave.
Edinburg, TX 78541

Re: Sale of the Pharr Training Center

Mrs. Ramon,

Please be advised that effective May 13th, The Pharr Economic Development Corporation (PEDC) is no longer the owner of the Pharr Training Center. The Pharr-San Juan-Alamo ISD has purchased the center and is the new owner.

We are hereby invoking paragraph 5 of the interlocal cooperation agreement between the City of Pharr and Hidalgo County, numbered 1-08-498-10-28. Please consider this our formal request that you vacate the premises within 60 days or as soon as you are able to do so.

The new owner has requested full possession of the building as soon as possible or before June 1st, 2009. We respectfully urge your cooperation with this request. Please feel free to contact me at the PEDC office at (956) 781-7332 or The P.S.J.A. ISD at:

Mr. Rene Campos
Executive Assistant to the Superintendent
PSJA ISD
(956) 354-2000 Ext. 1029

It has been a pleasure working with you and your company. The PEDC Board of Directors along with the The City of Pharr Council would also like to extend their gratitude and would like to wish you continued success with your program.

Sincerely,

Fred Sandoval
City Manager

cc: Raul Garza, PEDC Director
Rene Ramirez, PEDC Attorney
Comm. Hector "Tito" Palacios, Pct #2
Judge J.D. Salinas, Hidalgo County
Rene Campos, PSJA ISD



PURCHASING DEPARTMENT County Of Hidalgo

June 10, 2009

Mr. Fred Sandoval, City Manager
City Of Pharr
118 South Cage
Pharr, Texas 78577

Via Email: fsandoval@cityofpharr.com

Re: I-08-498-10-28
"Interlocal-City Of Pharr & Hidalgo County-Lease Of Space For Elections Department"

Dear Mr. Sandoval:

Pursuant to on-going conversations and correspondence in reference to lease of space for Hidalgo County Elections Department, the space will no longer be occupied for the remainder of the Interlocal Agreement Term. Discussion and Action will be taken at Hidalgo County Commissioners' Court on Monday, June 15, 2009, for the immediate mutual cancellation/termination of the Interlocal due to the notice from the "City Of Pharr" of the sale of the building to the PSJA ISD and the notice/request from Hidalgo County Elections Department of the relocation of storing of the election voting equipment to the completed facility (Robert's Chevrolet) in Edinburg.

Therefore, Hidalgo County is requesting for your cooperation and commitment to waive the sixty (60) days termination notice as stated in Interlocal, and to terminate existing Interlocal effective immediately upon Commissioners Court approval.

The following signature is a confirmation of commitment and mutual agreement to reflect the intention to waive the sixty (60) days termination written notice and initiate an immediate termination effective immediately upon Commissioners Court approval. Please sign below and return to Purchasing Department via facsimile to (956) 318-2629 by no later than 10:00 a.m. on Thursday, June 11, 2009.

Authorized Signature: _____

Sincerely,

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department

Hidalgo County - Mechanics Wearhouse - 2008-274ST-06
317 No. Closner
Edinburg, TX
(956) 318-2626 x 4857

CERTIFICATE OF COMPLETION

I have reviewed all of the work performed and completed by CAS Companies LP, an independent contractor, and certify that all work performed and materials supplied by CAS Companies LP in accordance with the signed Work Authorization have been completed to my satisfaction.

Signed this, the 29 day of May 2009, _____.



For CAS Companies LP

Sergio Omar Saldívar

Const. Co. Representative Printed Name



Customer/Client Signature

Daniel Flores

Customer/Client Printed Name

Customer/Client Signature

Customer/Client Printed Name

CAS Companies LP
5402 S. Expressway 83
Harlingen, TX. 78552
(956) 216.8200
(956) 216.8069
www.caslp.com



Certificate of Occupancy



Code Enforcement

This Certificate issued pursuant to the requirements of Section 110 of the 2003 International Building Code certifying that at the time of issuance this structure is in compliance of this code and ready for occupancy for the following:

Use Classification TRAINING & STORAGE Bldg. Permit No. 09-00936
Group B/S Type of Construction IV Fire District NONE
Owner of Building HIDALGO COUNTY Max. Occ. N/A
Building Address 317 N. CLOSNER Locality EDINBURG
Inspector PABLO CERDA Date MAY 29, 2009

POST IN A CONSPICUOUS PLACE

Pablo Cerda Jr.
Pablo Cerda Jr., Building Official

AI-15943

22.E.1.

**RELEASE OF RETAINAGE AND CERTIFICATE OF CONSTRUCTION
COMPLETION BERNAL AND HIGHLAND SUBDIVISION PCT. 1
CC REGULAR**

Date: 06/15/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

- a. Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 4 (Release of Retainage) in the amount of \$18,660.75 from JM Construction, as submitted by TEDSI Infrastructure Group. C-CAP 08-004-02-20;
- b. Requesting approval of "Certificate of Construction Completion" Submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of January 12, 2009 for Bernal and Highland Subdivision C-CAP 08-004-02-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-206-00-000-003-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance in retainage as of 06-11-09 \$2,725.30

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-206-00-000-016-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance in retainage as of 06-11-09 \$15,935.45

PO# 605603 has been paid in full.

Attachments

Link: APPLICATION FOR PAYMENT RETAINAGE RELEASE BERNAL AND HIGHLAND
Link: CERTIFICATE OF CONSTRUCTION COMPLETION BERNAL AND HIGHLAND

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	06/10/2009 01:30 PM	APRV
2		Purchasing Department	Marty Salazar	06/10/2009 03:43 PM	APRV

3	Budget & Management	Veronica Lopez	06/11/2009 08:49 AM	APRV
4	Veronica Lopez	Veronica Lopez	06/11/2009 10:33 AM	APRV
5	Ivan Cantu	Ivan Cantu	06/11/2009 04:09 PM	APRV
6	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Marcie Jackson

Started On: 06/10/2009 09:51 AM

Final Approval Date: 06/12/2009

**APPLICATION FOR PAYMENT NO. 4
RETAINAGE RELEASE**

To: HIDALGO COUNTY (OWNER)

From: J.M. CONSTRUCTION (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF BERNAL-HIGHLAND SUBDIVISION"

OWNER's Contract No. C-CAP-08-004-02-20 ENGINEER's Project No. 2C-1080-105 & 071

For Work accomplished through the date of: 03-16-2009.

1. Original Contract Price:	\$ <u>168,786.50</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u>+17,821.00</u>
3. Current Contract Price (1 plus 2):	\$ <u>186,607.50</u>
4. Total completed and stored to date:	\$ <u>186,607.50</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ <u>0.00</u>
<u> </u> % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>186,607.50</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>186,607.50</u>
7. Less previous Application for Payments:	\$ <u>167,946.75</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>18,660.75</u>

Accompanying Documentation:

REQ# 134857 P.O.# 605603

9-1201-206-00-000-003-0-000 → = \$2,725.30

CONTRACTOR'S Certification:

9-1311-206-00-000-016-0-000 → = \$15,935.45

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-29-09

J.M. Construction

CONTRACTOR

By: [Signature]

State of Texas

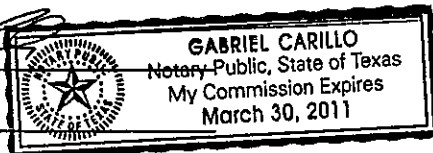
County of Hidalgo

Subscribed and sworn to before me this 29

day of May, 2009

[Signature]
Notary Public

My Commission expires:



INVOICE RECEIVED BY:

[Signature] ON 4/8/09

GOODS/SERVICES RECEIVED BY:

[Signature] ON 6/8/09

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 06/01/2009

TEDSI Infrastructure Group

ENGINEER

By: [Signature]

Application No. 4 Retainage Release
Application Date: 03-16-2009
Period To: 01-01-2009
Engineer Firm: TEDSI Infrastructure Group

[illegible]

Signature:

Jose A. Sanchez

bound

Monthly Totals	\$2.00	\$2.00	\$2.00	\$2.00	\$53,039.00
ADMINISTRATIVE (901)					
PRELIMINARY ENGINEERING (902)					
CONSTRUCTION ENGINEERING (903)					
RIGHT-OF-WAY (904)					
ROWWAY (903)	\$2.00	\$2.00	\$2.00	\$2.00	\$54,834.00
Drainage (904)	\$2.00	\$2.00	\$2.00	\$2.00	\$4,264.00

06/01/2003

Jose A. Sanchez



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 12, 2009

Mr. Agapito Vargas, Director
Hidalgo County Border Colonia Access Program
301 East State Street
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT completed an inspection of the following Hidalgo County Border Colonia Access Program second-call projects in February 2009:

- o Bernal Subdivision, 2C1080252
- o Highland Subdivision, 2C1080318

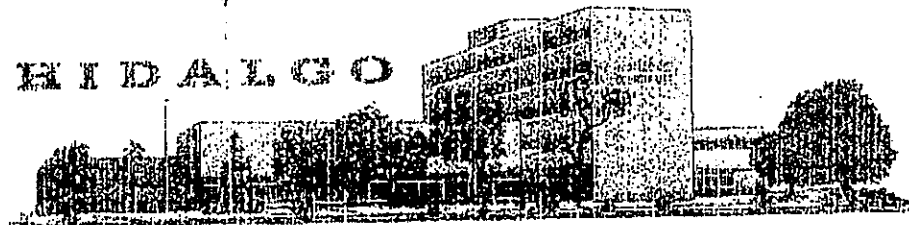
At the time of inspection, work appeared to be complete on both projects, and both projects met Program construction requirements. Both projects looked good, and we do not need to re-inspect them. I now have all necessary documentation on file for these projects.

Please let me know if you have any questions.

Sincerely,

Sharon Slagle
Border Colonia Access Program Manager

COUNTY OF HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Westaco, TX 78596
(956) 968-8733

May 21, 2009

Agapito Vargas, C.A.P. Director
Hidalgo County Pct. #2
301 E. State St.
Pharr, Texas 78577

Re: Punch list for C.A.P. Bernal Paving Project

Dear Mr. Vargas:

The following items were addressed as per final inspection.

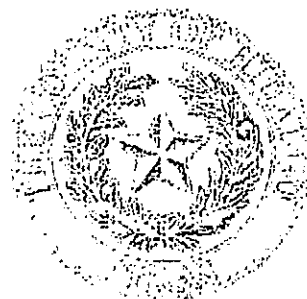
- 1) Hidalgo County Pct. #1 acquired R.O.W. for Bernal Subdivision. Contractor reduced pavement section to fit roadway, and increased length of project approved by TxDOT via change order.

If you have any question please do not hesitate to contact me at (956) 968-8733

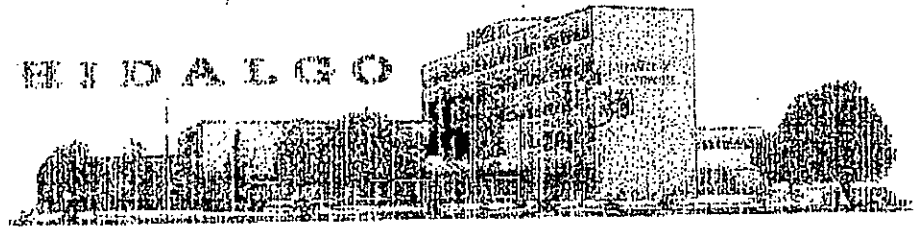
Thank you,

John Paul Lugo
C.A.P. Coordinator, Pct. 1

Cc: Mr. Jose Sanchez, P.E. TEDSI Infrastructure Group



COUNTY OF HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Westaco, TX 78596
(956) 968-8733

May 21, 2009

Agapito Vargas, C.A.P. Director
Hidalgo County Pct. # 2
301 E. State St.
Pharr, Texas 78577

Re: Punch list for C.A.P. Highland Paving Project

Dear Mr. Vargas:

The following items were addressed as per final inspection.

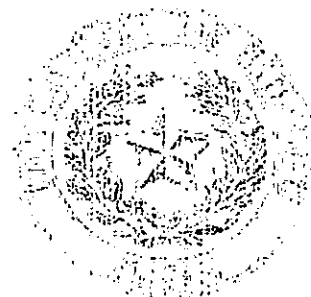
- 1) Hidalgo County Pct. #1 requested Contractor to construct two additional roadways (320' total length) in Highland Subdivision approved by TxDOT via change order.

If you have any question please do not hesitate to contact me at (956) 968-8733

Thank you,

John Paul Lugo
C.A.P. Coordinator, Pct. 1

Cc: Mr. Jose Sanchez, P.E. TEDSI Infrastructure Group



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: ROAD AND DRAINAGE CONSTRUCTION FOR BERNAL & HIGHLAND SUBDIVISIONS
OWNER: HIDALGO COUNTY **PROJECT NO.** C-CAP-08-004-02-20
CONTRACTOR: J.M. CONSTRUCTION
ENGINEER: TEDSI INFRASTRUCTURE GROUP

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR J.M. CONSTRUCTION

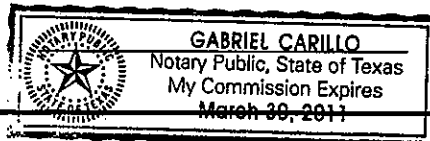
By

Title

Subscribed and sworn to before me this 29 day of May, 2009

Notary Public:

My Commission Expires:



**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT: ROAD AND DRAINAGE CONSTRUCTION FOR BERNAL & HIGHLAND SUBDIVISIONS
OWNER: HIDALGO COUNTY **PROJECT NO.** C-CAP-08-004-02-20
CONTRACTOR: J.M. CONSTRUCTION
ENGINEER: TEDSI INFRASTRUCTURE GROUP

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR J.M. CONSTRUCTION

By

Juan M. [Signature]

Title

President

Subscribed and sworn to before me this

29

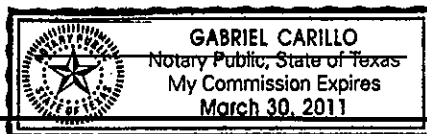
day of

May, 2009

Notary Public:

[Signature]

My Commission Expires:





TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 ♦ Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

Letter of Transmittal

TO:

Ms Marcie G. Jackson
Administrative Assistant
301 E State
Pharr TX 78589

DATE:

June 3, 2009

REFERENCE:

Pct 1 Round 2 - Bernal Highland Retainage Release

TEDSI PROJECT NO:

2008-1024-01

TRANSMITTED:

For Your Use



Please comment



Approved as Noted



As Requested



Reply ASAP



As Noted Below

DATE:**VIA:**

US Mail



Courier



E-Mail



Hand Carry

COPIES**DESCRIPTION**

1

Retainage Release for Bernal-Highland

REMARKS

Signed: _____

RECEIVED

JUN 3 2009

BY Marcie G. Jackson

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: J.M. Construction
 Contract Amount: \$ 1168,786.50
 Project/Precinct: Bonnet Highland Pct. 1
 Owner's Contract No.: C-CAP-08-084-03.30

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)			
16	Punch List	✓	✓	
17	Certificate of Construction Completion	✓	✓	
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CERTIFICATE OF CONSTRUCTION COMPETITION

THIS IS TO CERTIFY THAT ON 12 DAY OF JANUARY, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 02-20-2008

OWNER: HIDALGO COUNTY

CONSTRUCTION CONTRACTOR: J.M. CONSTRUCTION
OF THE CITY OF Weslaco STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: ROAD AND DRAINAGE CONSTRUCTION FOR BERNAL AND HIGHLAND SUBDIVISIONS

CONTRACT NO: C-CAP-08-004-02-20

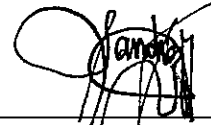
Located in or near the City/Precinct of Hidalgo County Pct 1

THIS IS TO CERTIFY

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE
2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$168,786.50</u>
Present Amount of Contract	<u>\$186,607.50</u>
Total Amount of earned to Date	<u>\$186,607.50</u>
Less: previous payments	<u>\$167,946.75</u>
Balance	<u>\$18,660.75</u>
Authorized deductions	<u>\$0.00</u>
AMOUNT OF FINAL PAYMENT	<u>\$18,660.75</u>

6. That the final payment in the amount of: \$18,660.75 is now due and payable.



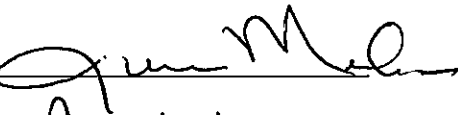
Engineer's Signature

CONCURRED BY:

J.M. CONSTRUCTION

Contractor's Name

By: _____



Title: _____

President

CONCURRED BY:

Hidalgo County Judge

AI-15889

22.F.1.

**CHANGE ORDER NO. 2 ELDORA GARDENS PCT. NO. 2
CC REGULAR**

Date: 06/15/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Change Order No. 2 with contractor Jimmy Closner and Sons Construction for Eldora Gardens Subdivision, Pct. No. 2 reflecting a net increase in the amount of \$7,297.41 because stamp concrete driveway was added to replace existing driveway as submitted through project engineer R. Gutierrez Engineering Corporation-C-CAP 08-018-08-26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-252-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 619742 has available balance of \$34,987.50.

Available balance in account is \$7,662.95 as of 06/11/09.

Attachments

Link: Change Order No. 2 Eldora Gardens

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/09/2009 01:42 PM	APRV
2	Purchasing Department	Marty Salazar	06/09/2009 04:36 PM	APRV
3	Budget & Management	Veronica Lopez	06/10/2009 08:36 AM	APRV
4	Roland Garcia	Rolando Garcia	06/11/2009 11:22 AM	APRV
5	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Marcie Jackson
Started On: 06/08/2009 09:27 AM
Final Approval Date: 06/12/2009

CHANGE ORDER NUMBER TWO (2)

PROJECT: ELDORA GARDENS SUBDIVISION

DATE OF ISSUANCE: June 2, 2009

EFFECTIVE DATE: June 2, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-CAP-08-018-08-26

CONTRACTOR: JIMMY CLOSNER AND SONS CONSTRUC
2809 W. EXPRESSWAY 83
LA FERIA, TX 78559

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. 530 ITEM STAMP CONCRETE DRIVEWAY WAS ADDED WITH 97.33 SY

Reason for Change Order: 1. STAMP CONCRETE DRIVEWAY WAS ADDED TO REPLACE EXISTING DRIVEWAY.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	50,611.50	Substantial Completion: 30	
		calendar days or dates	
Net Changes from previous Change Order		Net change from previous Change Orders	
\$	3,862.95	0	
		calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	54,474.45	Substantial Completion: 30	
		calendar days or dates	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	7,297.41	0	
		calendar days	
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 61,771.86	22.10 %	Substantial Completion: 30	
		calendar days or dates	

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/2/09

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 6-3-09

CHANGE ORDER NO. 2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
ELDORA GARDENS SUBDIVISION
BID NUMBER: CAP-08-018-08-26

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
(905) ROADWAY												
(906) DRAINAGE												
402	171.00	171.00	171.00	LF	Trench Excavation Protection	\$ 10.00	\$ 10.00	\$ 1,710.00	0.00	1,710.00	0.00	1,710.00
464	153.00	153.00	153.00	LF	RCP (CLIII) (18")	\$ 48.00	\$ 48.00	\$ 7,344.00	0.00	7,344.00	0.00	7,344.00
465	3.00	3.00	3.00	LF	Manhole (Ty A)	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00	0.00	6,750.00	0.00	6,750.00
529	2,462.00	2,462.00	2,462.00	CY	Concrete Curb & Gutter (Ty A) (Barrier)	\$ 9.75	\$ 9.75	\$ 24,004.50	0.00	24,004.50	0.00	24,004.50
530	166.20	225.63	225.63	SY	Driveways (Concrete)	\$ 65.00	\$ 65.00	\$ 10,803.00	3,862.95	14,665.95	0.00	14,665.95
530	0.00	0.00	97.33	SY	Stamp Concrete Driveway	\$ -	\$ 74.98	\$ -	0.00	0.00	7,297.41	7,297.41
						Total		\$ 50,611.50	\$ 3,862.95	\$ 54,474.45	\$ 7,297.41	\$ 61,771.86
TOTAL BASE AMOUNTS:												
								\$ 50,611.50	\$ 3,862.95	\$ 54,474.45	\$ 7,297.41	\$ 61,771.86

AI-15915

22.F.2.

**Request by Contractor for Disbursements Funds Sent to Surety Company
CC REGULAR**

Date: 06/15/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, and approval of a request from Closner Construction, LLC, awarded contractor (CC 5-19-2009 for CAP-09-183-04-29-YSI-Road & Drainage Construction for Citriana Village Subdivision) that disbursements funds be sent to disbursing administrator, SureTec Information Systems, Inc. (thus complying with the conditions set by the surety, SureTec Insurance Company) for the proceeds earned and to be earned under the contract identified herein and awarded to Closner Construction, LLC.

BACKGROUND

Approval of this request will allow surety company to provide the required payment and performance bonds for completion and execution of required contracts.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact.

*Checks will be made out to Closner Construction, but will be sent C/O SureTec Information Systems, Inc.

Attachments

Link: [closner disb letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2009 09:59 AM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 10:11 AM	APRV
3	Roland Garcia	Rolando Garcia	06/11/2009 10:30 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Yvette Islas
Started On: 06/09/2009 11:13 AM

Final Approval Date: 06/12/2009



CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



June 5, 2009

Hidalgo County Colonia Access Program
Attn: Agapito Vargas, Director
301 East State Street
Pharr, Texas 78577

Re: Citriana Village Subdivision (CSJ's: 3C1080154)
Project No CAP-09-183-04-29-YSI

Dear Mr. Vargas:

We request that you send all contract proceeds earned and to be earned under our contract with you directly to our project disbursing administrator, SureTec Information Systems, Inc. at the following address:

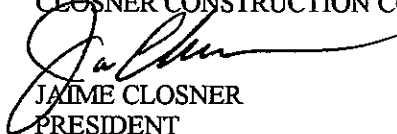
Closner Construction
C/O SureTec Information Systems, Inc.
Attn: Funds Disbursement Dept.
9737 Great Hills Trail, Suite 320
Austin, Texas 78759
(866) 732-0099

Your checks will still be made payable to us. This directive may only be changed by written consent of our surety, SureTec Insurance Company. Your signature below, indicating your agreement to make payment in this manner, is a condition to our Surety's execution of our performance and payment bonds on this project.

Thank you for your cooperation in this regard. You may receive a follow up phone call or e-mail from SureTec to confirm these instructions and answer any questions you may have.

We are looking forward to a very successful project.

CLOSNER CONSTRUCTION CO. L.L.C


JAIME CLOSNER
PRESIDENT

cc: SureTec Information Systems, Inc. - Scott Olson

Agreement and Acknowledgment:

Oblige: Hidalgo County

By: _____ date
Authorized Representative

Title

Phone Number / email address

AI-15881

22.G.1.

**Requesting Authority to Advertise Basham No. 18 Subdivision
CC REGULAR**

Date: 06/15/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Basham No. 18 Subdivision, a BCAP project with plans and specifications drafted by project engineer, Javier Hinojosa Engineering/Consultant Engineers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1312-431-00-123-082-0-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 6/10/09 \$134,302.85, respectively.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2009 04:36 PM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 08:24 AM	APRV
3	Perla Lopez	Perla Lopez	06/10/2009 08:43 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW
Form Started By: Yvette Islas			Started On: 06/05/2009 01:59 PM	
Final Approval Date: 06/12/2009				

AI-15903**22.H.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service - Multiple Bid Award
CC REGULAR

Date: 06/15/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval of a clarification to bid and contract awards (as approved by CC on 6-8-09, AI 15676) for "Tires, Mounting, Rotation and Balancing Services" for Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT, to reflect award for (TIRES ONLY) to multiple bidders: A to Z Tire & Battery, Inc.; Southern Tire Mart, L.L.C.; Tire Centers, L.L.C. that met all specifications and requirements with notification by Sheriff's Department of their request not to re-advertise for: "Tire Mounting, Rotation and Balancing Services" at this time.

BACKGROUND

Awarded Vendor(s): "A to Z Tire & Battery Inc" - Tires only "Southern Tire Mart LLC" - Tires only "Tire Centers LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/10/09 \$245,683.30

Attachments

Link: [Recommendation Memo, Tabulation Sheet and Participation Log](#)
 Link: [Contract-A to Z Tire & Battery Inc](#)
 Link: [Contract-Southern Tire Mart LLC](#)
 Link: [Contract-Tire Centers LLC](#)
 Link: [email-HCSO-Not to advertise Mounting, Rotation & Balancing](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	06/10/2009 08:59 AM	APRV
2		Budget & Management	Veronica Lopez	06/10/2009 10:10 AM	APRV
3		Manuel Chapa	Manuel Chapa	06/11/2009 08:09 AM	APRV
4		Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Eric Trevino

Started On: 06/09/2009 08:51
AM

Final Approval Date: 06/12/2009



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 7, 2009

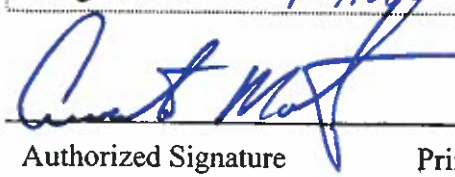
RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-127-04-29-ERT
HIDALGO COUNTY SHERIFF'S OFFICE - "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, March 12, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 19, 2009.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1.) A to Z Tires & Bakery Inc	Lowest Bidder for tires only
2.) Southern Tires Mart LLC	Lowest Bidder for tires only
3.) Fire Center LLC	Lowest Bidder for tires only
Budget account # - 9-11007 421-00-280-001-0-672	

 A. "Sonny" Martinez 5-19-09

Authorized Signature Printed Name Department Date

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC		The Tire Corral	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	\$102.12	CHAPARRAL XT	\$75.00	BRIDGESTONE DURAVISR250 (206-378)	\$128.75	FIRESTONE	\$98.05
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	\$86.92	NO BID	NO BID	FIRESTONE TRANSFORCE HT (189-650)	\$80.00	FIRESTONE	\$97.35
3	P215-60-R16	UNIROYAL AS6000	\$55.07	FINALIST	\$44.00	FIRESTONE FR380 (061-991)	\$66.00	FIRESTONE	\$84.30
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	\$127.70	SUMMIT	\$103.00	FIRESTONE TRANSFORCE AT (200-190)	\$106.75	FIRESTONE	\$123.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	\$73.58	FINALIST	\$46.50	FIRESTONE PV-41 (067-911)	\$75.00	FIRESTONE	\$91.35
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	\$107.59	CHAPARRAL XT	\$74.00	FIRESTONE TRANSFORCE AT (189-582)	\$81.00	FIRESTONE	\$98.45
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	\$115.10	CHAPARRAL XT	\$81.50	FIRESTONE TRANSFORCE AT (189-599)	\$88.00	FIRESTONE	\$105.85
8	P265-70-R18	BFG LG	\$110.86	TOYO HT	\$118.00	FIRESTONE DESTINATION AT (077-546)	\$102.50	FIRESTONE	\$121.20
9	P255-70-R16	UNIROYAL AWP	\$80.07	NEPTUNE	\$71.50	FIRESTONE DESTINATION AT (026-869)	\$87.00	FIRESTONE	\$101.90

10	P205-65-R15	UNIROYAL AS6000	\$46.92	FINALIST	\$39.00	FIRESTONE FR380 (098-019)	\$48.00	FIRESTONE	\$64.35
11	P205-55-R16	UNIROYAL TOURING	\$60.15	FINALIST	\$40.00	FIRESTONE FR710 (085-876)	\$69.60	FIRESTONE	\$85.50
12	P205-50-R16	HANKOOK H418	\$72.21	WESTLAKE	\$45.00	FIRESTONE WIDE OVAL (027-651)	\$66.75	FIRESTONE	\$82.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	\$179.53	ADVANCE	\$128.00	FIRESTONE FS560 12 PLY (169-981)	\$172.00	FIRESTONE	\$197.00
14	P205-75-R15	UNIROYAL AS6000	\$44.73	CATALYST	\$43.50	FIRESTONE FR380 (098-051)	\$53.00	FIRESTONE	\$71.80
15	LT235-75-R16	UNIROYAL AWR	\$71.63	TOYO HT	\$86.00	FIRESTONE DESTINATION AT SL (112-192)	\$83.40	FIRESTONE	\$101.55
16	P235-70-R17	HANKOOK RHD3	\$91.43	TOYO	\$102.00	FIRESTONE DESTINATION AT (094-869)	\$91.00	FIRESTONE	\$101.15
17	LT325-65-R18	BFG AIT	\$233.82	TOYO	\$180.00	FIRESTONE DESTINATION AT (192-353)	\$220.00	NITTO	\$240.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: April 29, 2009

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE- "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE".

BID NO.: 2009-127-04-29-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
The Tire Corral Attn: Al Escaname	BLM	ERT	04/14/09	800 Ash Ave McAllen, TX. 78501 (956)631-8473 office aescaname@thetirecorral.com
Discount Tire Attn: Mark Smith	BLM	ERT	04/14/09	4109 S McColl Rd Edinburg, TX. (956) 994-3883 office Txc_08mgr@discounttireco.com
Pueblo Tires Attn: Ben Valdez	BLM	ERT	04/14/09	1919 W Us-83 McAllen, TX (956) 682-9511 office ben@pueblotires.com
Tire Centers, LLC Attn: Rodolfo (Rudy) Rodriguez (center manager)	IP	ERT	04/14/09	403 E. Expressway 83 Pharr, TX 78577 (956) 283-8887 office (956) 227-9651 cell Tci617mgr@tirecenters.com
Lopez Tires & Wheels LLC Attn: Jesse Lopez	BLM	ERT	04/14/09	1220 S 23 rd St McAllen, TX (956) 682-5571 office Jesselopeztiresandwheels@yahoo.com
Valley Tire Sales Attn: Rick Alaniz	Velocity Express	ERT	04/14/09	801 E Whitewing Ave McAllen, TX 78501 (956) 687-7789 office (956) 687-7071 fax No email address, mailed packet
Solis Tire Service Attn: Jaime	Velocity Express	ERT	04/14/09	4411 W Us-83 McAllen, TX 78501 (956) 688-6452 office (956) 618-2675 fax No email address, mailed packet
Firestone Tire & Auto Center Attn: Told to just fax it over	Velocity Express	ERT	04/14/09	1401 N 10 th St McAllen, TX 78501 (956) 686-1749 office (956) 631-5892 fax No email address, mailed packet

Expert Tire Attn: Steve	Velocity Express	ERT	04/14/09	118 N. 12 th Ave. Edinburg, TX 78541 (956) 380-0371 office (956) 318-3964 fax No email address, mailed packet
Texas Tires Co. Attn: Tralisa Ulloa or Funny	BLM	ERT	04/14/09	6021 N. Expwy. 281 Edinburg, TX 78541 (956) 383-8473 office (956) 383-2398 fax Texastires05@sbcglobal.net
Firestone Tire & Service Center Attn: Tony Fuentes (manager)	Velocity Express	ERT	04/14/09	1054 FM 802 Brownsville, TX 78526 (956) 541-5556 office (956) 541-8981 fax No email address, mailed packet
Southern Tire Mart, LLC Attn: Tiffany	BLM	ERT	04/14/09	5051 Sharp St. Dallas, TX 75247 (877) 786-4681 office tobryant@stmtires.com
GCR Tire	BLM	ERT	04/14/09	200 E. Hwy 83 Pharr, TX 78577 (956) 787-5571 joecoronado@gcrtires.com
A to Z Tire & Battery, Inc	EMR	ERT	04/15/09	812 West 4 th P.O. Box 9138 Amarillo, TX 79101 (806) 373-2592 office (806) 373-6504 fax kmccoll@atoztire.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

REQUIREMENTS AGREEMENT
C-09-127-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the 8th day of **June, 2009** by and between **A to Z Tire & Battery, Inc.** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the "**Purchase of Tires**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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:

A to Z Tire & Battery, Inc.
Attention: Philip Nussbaum, President
812 West 4th Street/P.O. Box 9138
Amarillo, Texas 79105-9138

Each notice, demand, request or communication which shall be delivered or mailed in the

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY: A to Z Tire & Battery, Inc.

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids - "Tires, Mounting, Rotation and Balancing Service"
Bid No: 09-127-04-29-ERT

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST**
HIDALGO COUNTY SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-ERT

1. Request For Bid Letter, consisting 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 5 pages.
4. Exhibit "B" Bid Page consisting of 2 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, consisting of 2 pages.
(Must be submitted with bid).
8. W-9 form, consisting of 4 pages.
(Must be submitted with bid).
9. Certification Regarding Debarment, consist of 1 page.
(Must be submitted with bid).
10. Draft Requirement Agreement, consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 14, 2009

Date

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

**BID OPENING DATE:
April 29, 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

LEGAL NOTICE

BID NO: 2009-127-04-29-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
 2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, April 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**
- Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
 4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
 5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
- ~~12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.~~
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of 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 SHERIFF'S OFFICE-
TIRES, MOUNTING, ROTATION AND BALANCING
SERVICE" 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 Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>April 29, 2009</u>
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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A.) Meet schedules;
- B.) Pay any required fees or taxes; or
- C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
-
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF’S OFFICE
REQUEST FOR BID
“TIRES, MOUNTING, ROTATION AND BALANCING
SERVICE”
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**
2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
3. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
5. Vendor(s) needs to have been in business for at least two years.
6. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
- ~~7. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.~~
8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
9. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).
12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".
13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.
14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.
15. All tires specified as "all steel" should be for speeds of 100 mph and greater.
16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
 3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
 4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL		
				MOUNTING (COST)	ROTATION (COST)	BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED
SIGNATURE:

PRINTED NAME:

TITLE

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.

Revised 10/02/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE			
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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)	COVERAGE LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				PER DAMAGE, Any one person \$
	☐ CLAIMS MADE, EXCEPT				PER D, Any one person \$
	☐ OWNER'S & CONT. PROFIT				PER D, ADV. INQUIRY \$
	☐ OWNER'S PROTECTIVE LIABILITY				PER D, AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ LOG ☐				PER D, AGGREGATE \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA. OCCUR.) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ MULTIPLE AUTO'S				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTO'S				PROPERTY DAMAGE (Per accident) \$
	☐ UNPAID AUTO'S				
	☐ NON OWNED AUTO'S				
	GARAGE LIABILITY				AUTO ONE YEAR AGGREGATE \$
	☐ ANY AUTO				OTHER THAN AUTO ONE YEAR AGGREGATE \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				
	☐ RETENTION \$				
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				NO STATE ☐ OTHER \$
					PER EACH ACCIDENT \$
					PER DISEASE (Per employee) \$
					PER DISEASE (Per employee) \$
					PER DISEASE (Per 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 2812 S Highway Bus. 281 Edinburg, Texas 78539		ADDITIONAL INSURED: INSURER LETTER		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

_____ necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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		

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()
dba Name:		
Legal Name:		
Mailing Address :		Fax No. ()
Physical Address:		
City, State, Zip		Tax I.D. No.
Remit to Address :		City, State, Zip
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No		
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL	OPTIONAL	OPTIONAL
				MOUNTING (COST)	ROTATION (COST)	BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)	CHAPARRAL XT	75 ⁰⁰	\$12/tire	\$15/vehicle	\$8/tire
2	LT235-75-R15 (all terrain 10 ply)	CHAPARRAL XT 6PR	58.00			
		CHAPARRAL HT 8PR	78.00			
3	P215-60-R16	FINALIST	44 ⁰⁰			
4	LT265-70-R17 (all terrain 10 ply)	Summit	103 ⁰⁰			
5	P225-60-R16	FINALIST	46 ⁵⁰			
6	LT245-78-R16 (all terrain 10 ply)	CHAPARRAL XT	74 ⁰⁰			
7	LT265-75-R16 (all terrain 10 ply)	CHAPARRAL XT	81 ⁵⁰			
8	P265-70-R18	TOYO HT	118 ⁰⁰			
9	P255-70-R16	NEPTUNE	71 ⁵⁰			
10	P205-65-R15	FINALIST	39 ⁰⁰			
11	P205-65-R16	FINALIST	40 ⁰⁰			
12	P205-50-R16	WESTLAKE	45 ⁰⁰	↓		
13	245-70-R19.5 (hwy)	ADVANCE	128 ⁰⁰	\$20/tire		
14	P205-75-R15	CATALYST	43 ⁵⁰	\$12/tire		
15	LT235-75-R16	TOYO HT	86 ⁰⁰			
16	P235-70-R17	TOYO	102 ⁰⁰			
17	LT325-65-R18	TOYO	180 ⁰⁰	↓	↓	↓

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	\$102.12	CHAPARRAL XT	\$75.00	BRIDGESTONE DURAVISR250 (206-378)	\$128.75
2	L7235-75-R15 (all terrain 10 ply)	HANKOOK RF10	\$86.92	NO BID	NO BID	FIRESTONE TRANSFORCE HT (189-650)	\$80.00
3	P215-60-R16	UNIROYAL AS6000	\$55.07	FINALIST	\$44.00	FIRESTONE FR380 (061-991)	\$66.00
4	L7265-70-R17 (all terrain 10 ply)	HANKOOK RF10	\$127.70	SUMMIT	\$103.00	FIRESTONE TRANSFORCE AT (200-190)	\$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	\$73.58	FINALIST	\$46.50	FIRESTONE PV-41 (067-911)	\$75.00
6	L7245-78-R16 (all terrain 10 ply)	HANKOOK RF10	\$107.59	CHAPARRAL XT	\$74.00	FIRESTONE TRANSFORCE AT (189-582)	\$81.00
7	L7265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	\$115.10	CHAPARRAL XT	\$81.50	FIRESTONE TRANSFORCE AT (189-599)	\$88.00
8	P265-70-R18	BFG LG	\$110.86	TOYO HT	\$118.00	FIRESTONE DESTINATION AT (077-546)	\$102.50
9	P255-70-R16	UNIROYAL AWP	\$80.07	NEPTUNE	\$71.50	FIRESTONE DESTINATION AT (026-869)	\$87.00

10	P205-65-R15	UNIROYAL AS6000	\$46.92	FINALIST	\$39.00	FIRESTONE FR360 (098-019)	\$48.00
11	P205-55-R16	UNIROYAL TOURING	\$60.15	FINALIST	\$40.00	FIRESTONE FR710 (085-876)	\$69.60
12	P205-50-R16	HANKOOK H418	\$72.21	WESTLAKE	\$45.00	FIRESTONE WIDE OVAL (027-651)	\$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	\$179.53	ADVANCE	\$128.00	FIRESTONE FS560 12 PLY (169-981)	\$172.00
14	P205-75-R15	UNIROYAL AS6000	\$44.73	CATALYST	\$43.50	FIRESTONE FR380 (098-051)	\$53.00
15	LT235-75-R16	UNIROYAL AWR	\$71.63	TOYO HT	\$86.00	FIRESTONE DESTINATION AT SL (112-192)	\$83.40
16	P235-70-R17	HANKOOK RHD3	\$91.43	TOYO	\$102.00	FIRESTONE DESTINATION AT (094-869)	\$91.00
17	LT235-65-R18	BFG AIT	\$233.82	TOYO	\$180.00	FIRESTONE DESTINATION AT (192-353)	\$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORDDATE (MM/DD/YY)
4/22/2009 11:10:01**PRODUCER**

37564

Zunch
Attn: Jill Phillips
7045 College Blvd
Overland Park KS 66211
USA**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.****COMPANIES AFFORDING COVERAGE**COMPANY
A Universal Underwriters Ins. Co.COMPANY
BCOMPANY
CCOMPANY
D

INSURED 150

A TO Z TIRE & BATTERY, INC
813 W. 3RD.
AMARILLO TX 79101

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

CD 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 & CONTRACTOR'S PRO	282570B	11/1/2008	11/1/2009	GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 1,500,000 PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ 500,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	282570B	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO	282570B	11/1/2008	11/1/2009	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ 500,000 AGGREGATE \$
	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	282570B	11/1/2008	11/1/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ products comp op agg \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL				WC STATUTORY LIMITS ☐ OTHER ☐ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER Customer Auto-GKLL	282570B	11/1/2008	11/1/2009	1,200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named as an Additional Insured with respect to the negligent acts of the above Named Insured.

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jill Phillips

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/26/2009
PRODUCER HUB International Rigg-Midland 777 Main St., Ste. C-50 Fort Worth TX 76102 (432) 683-5341 (432) 687-2186		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 A to Z Tire & Battery, Inc. 812 W. 4th St. Amarillo TX 79105		
		INSURERS AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC # 23035

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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LTR	INSRD					
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		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	WC2191437731019	5/1/2009	5/1/2010	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

CERTIFICATE HOLDER Hidalgo County Attn: Eric 2812 S. Hwy. Bus. 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

REQUIREMENTS AGREEMENT
C-09-127A-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the 8th day of **June, 2009** by and between **Southern Tire Mart, LLC** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the "**Purchase of Tires**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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: Southern Tire Mart, LLC
Attention: Bobby Harms, Director of Government Sales
5051 Sharp Street/P.O. Box 1000 Dept. 143
Dallas, Texas 75247

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY: Southern Tire Mart, LLC

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: ~~HIDALGO COUNTY SHERIFF'S OFFICE~~
Request for Bids - "Tires, Mounting, Rotation and Balancing Service"
Bid No: 09-127-04-29-ERT

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures



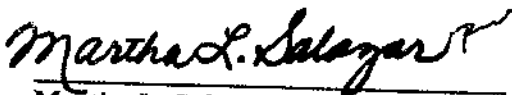
PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-ERT**

1. Request For Bid Letter, consisting 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 5 pages.
4. Exhibit "B" Bid Page consisting of 2 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, consisting of 2 pages.
(Must be submitted with bid).
8. W-9 form, consisting of 4 pages.
(Must be submitted with bid).
9. Certification Regarding Debarment, consist of 1 page.
(Must be submitted with bid).
10. Draft Requirement Agreement, consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

April 14, 2009

Date

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

**BID OPENING DATE:
April 29, 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

LEGAL NOTICE

BID NO: 2009-127-04-29-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, April 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
- ~~12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.~~
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of 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 SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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 Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>April 29, 2009</u>
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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A.) Meet schedules;
- B.) Pay any required fees or taxes; or
- C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF’S OFFICE
REQUEST FOR BID
“TIRES, MOUNTING, ROTATION AND BALANCING
SERVICE”
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**
2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
3. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
5. Vendor(s) needs to have been in business for at least two years.
6. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
- ~~7. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.~~
8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
9. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).
12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".
13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.
14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.
15. All tires specified as "all steel" should be for speeds of 100 mph and greater.
16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICATIONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
 3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
 4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL		
				MOUNTING (COST)	ROTATION (COST)	BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you do offer the service of mounting, rotation or balancing tires please put dollar amount, and if you do not offer the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED
SIGNATURE:

PRINTED NAME:

TITLE

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.

Revised 10/02/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE LIMITS
A	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ CLAIMS MADE - OCCUR				PER OCCURRENCE \$
	☐ OWNERS & COM. PROT.				PER OCCURRENCE \$
B	AUTOMOBILE LIABILITY				
	☐ ANY AUTO				COMBINED SINGLE LIMIT \$
	☐ SCHEDULED AUTOS				BODILY INJURY (PER PERSON) \$
	☐ NEW OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$
C	EXCESS LIABILITY				
	☐ EXCESS				EACH OCCURRENCE \$
	☐ DEDUCTIBLE				AGGREGATE \$
	☐ RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				
	☐ WORKERS COMPENSATION				PER ACCIDENT \$
	☐ DISEASE				PER DISEASE \$
	☐ OTHER				PER DISEASE \$

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

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

_____ necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

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.)		
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.		

HIDALGO COUNTY **PURCHASING DEPARTMENT** **Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
 Thru Facsimile: (956) 318-2629 or (956) 292-7612
 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
 or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____ Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**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.)	
	City, state, and ZIP code	
	List account number(s) here (optional)	
	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4. above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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 ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL		
				MOUNTING (COST)	ROTATION (COST)	BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)	BridgeStone DuravisR250 (206-378)	\$128.75	\$8.00	\$6.00	\$8.00
2	LT235-75-R15 (all terrain 10 ply)	Firestone Transforce HT (189-650)	\$80.00	\$8.00	\$6.00	\$8.00
3	P215-60-R16	Firestone FR380 (061-991)	\$66.00	\$8.00	\$6.00	\$8.00
4	LT265-70-R17 (all terrain 10 ply)	Firestone Transforce AT (200-190)	\$106.75	\$8.00	\$6.00	\$8.00
5	P225-60-R16	Firestone PV-41 (067-911)	\$75.00	\$8.00	\$6.00	\$8.00
6	LT245-78-R16 (all terrain 10 ply)	Firestone Transforce AT (189-562)	\$81.00	\$8.00	\$6.00	\$8.00
7	LT265-75-R16 (all terrain 10 ply)	Firestone Transforce AT (189-599)	\$88.00	\$8.00	\$6.00	\$8.00
8	P265-70-R18	Firestone Destination AT (077-546)	\$102.50	\$8.00	\$6.00	\$8.00
9	P255-70-R16	Firestone Destination AT (026-869)	\$87.00	\$8.00	\$6.00	\$8.00
10	P205-65-R15	Firestone FR380 (098-019)	\$48.00	\$8.00	\$6.00	\$8.00
11	P205-55-R16	Firestone FR710 (085-876)	\$69.60	\$8.00	\$6.00	\$8.00
12	P205-50-R16	Firestone Wide Oval (027-651)	\$66.75	\$8.00	\$6.00	\$8.00
13	245-70-R19.5 (hwy)	Firestone F5560 12 PLY (169-981)	\$172.00	\$18.00	\$22.00	\$20.00
14	P205-75-R15	Firestone FR380 (098-051)	\$53.00	\$8.00	\$6.00	\$8.00
15	LT235-75-R16	Firestone Destination AT SL (112-192)	\$83.40	\$8.00	\$6.00	\$8.00
16	P235-70-R17	Firestone Destination AT (094-869)	\$91.00	\$8.00	\$6.00	\$8.00
17	LT325-65-R18	Firestone Destination AT (192-359)	\$220.00	\$8.00	\$6.00	\$8.00

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

*Service will be performed out of:

345 W. Expressway 83
Pharr, Texas 78577
(956) 702-9888 Office (956) 702-9889 Fax

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	\$102.12	CHAPARRAL XT	\$75.00	BRIDGESTONE DURAVISR250 (206-378)	\$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	\$86.92	NO BID	NO BID	FIRESTONE TRANSFORCE HT (189-650)	\$80.00
3	P215-60-R16	UNIROYAL AS6000	\$55.07	FINALIST	\$44.00	FIRESTONE FR380 (061-991)	\$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	\$127.70	SUMMIT	\$103.00	FIRESTONE TRANSFORCE AT (200-190)	\$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	\$73.58	FINALIST	\$46.50	FIRESTONE PV-41 (067-911)	\$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	\$107.59	CHAPARRAL XT	\$74.00	FIRESTONE TRANSFORCE AT (189-582)	\$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	\$115.10	CHAPARRAL XT	\$81.50	FIRESTONE TRANSFORCE AT (189-599)	\$88.00
8	P265-70-R18	BFG LG	\$110.86	TOYO HT	\$118.00	FIRESTONE DESTINATION AT (077-546)	\$102.50
9	P255-70-R16	UNIROYAL AWP	\$80.07	NEPTUNE	\$71.50	FIRESTONE DESTINATION AT (026-869)	\$87.00

10	P205-65-R15	UNIROYAL AS6000	\$46.92	FINALIST	\$39.00	FIRESTONE FR380 (098-019)	\$48.00
11	P205-55-R16	UNIROYAL TOURING	\$60.15	FINALIST	\$40.00	FIRESTONE FR710 (085-876)	\$69.60
12	P205-50-R16	HANKOOK H418	\$72.21	WESTLAKE	\$45.00	FIRESTONE WIDE OVAL (027-651)	\$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	\$179.53	ADVANCE	\$128.00	FIRESTONE FS560 12 PLY (169-981)	\$172.00
14	P205-75-R15	UNIROYAL AS6000	\$44.73	CATALYST	\$43.50	FIRESTONE FR380 (098-051)	\$63.00
15	LT235-75-R16	UNIROYAL AWR	\$71.63	TOYO HT	\$86.00	FIRESTONE DESTINATION AT SL (112-192)	\$63.40
16	P235-70-R17	HANKOOK RHD3	\$91.43	TOYO	\$102.00	FIRESTONE DESTINATION AT (094-869)	\$91.00
17	LT325-65-R18	BFG AIT	\$233.82	TOYO	\$180.00	FIRESTONE DESTINATION AT (192-353)	\$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
4/27/2009 12:29:27

PRODUCER

Zurich
888-795-7544
7045 College Blvd
Overland Park KS 66211

37826

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.**COMPANIES AFFORDING COVERAGE**COMPANY
A Universal Underwriters Insurance Company
COMPANY
B
COMPANY
C
COMPANY
D

INSURED 212

SOUTHERN TIRE MART LLC
529 INDUSTRIAL PARK RD
COLUMBIA MS 39429
USA**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	266120C	8/1/2008	8/1/2009	GENERAL AGGREGATE \$
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,500,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$
	☐ OWNER'S & CONTRACTOR'S PRO				EACH OCCURRENCE \$ 500,000
					FIRE DAMAGE (Any one fire) \$
A	AUTOMOBILE LIABILITY	266120C	8/1/2008	8/1/2009	MED EXP (Any one person) \$
	☐ ANY AUTO				COMBINED SINGLE LIMIT \$ 300,000
	☒ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE \$
A	GARAGE LIABILITY	266120C	8/1/2008	8/1/2009	AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$ 500,000
					AGGREGATE \$
					EACH OCCURRENCE \$ 26,000,000
A	EXCESS LIABILITY	266120C	8/1/2008	8/1/2009	AGGREGATE \$
	☒ UMBRELLA FORM				Products Comp-Op Agg \$ 26,000,000
	☐ OTHER THAN UMBRELLA FORM				MVC STATUTORY LIMITS
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	266120C	8/1/2008	8/1/2009	EL DISEASE - EA EMPLOYEE \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL				
A	OTHER	266120C	8/1/2008	8/1/2009	
	Customer Auto				Direct Primary 2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

End. 089 Applies -Umbrella Limit Inclusive Customer Auto Excluded for Natural Disasters.

30-day Notice of Cancellation applies. except for cancellations due to non-payment of premium

CERTIFICATE HOLDERHidalgo County
attn: Purchasing Department
2812 S Highway Bus 281
Edinburg TX 78539**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chris Reeves

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID#K
SOUTE41

DATE (MM/DD/YYYY)
05/27/09

PRODUCER
HUB Int'l Gulf South Limited
11606 Southfork Dr.; Suite 300
Baton Rouge LA 70816
Phone: 225-218-2400 Fax: 225-218-2401

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 #

23043

INSURED
Southern Tire Mart, LLC
529 Industrial Park Road
Columbia MS 39429

INSURER A: Liberty Mutual Insurance Co.
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 HEREON IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD LTR	ADDL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROD. ☐ JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (ANY ONE PERSON) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		BIOSCIENCE/RESEARCH LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC2-191-449285-018-01	05/01/09	05/01/10	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2812 S. Highway Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL OR ADVISE 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

David Alligood

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

P. 002

FAX No.

MAY/27/2009/WED 09:09 AM

REQUIREMENTS AGREEMENT
C-09-127B-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the 8th day of **June, 2009** by and between **Tire Centers, LLC** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the "**Purchase of Tires**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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: Tire Centers, LLC
Attention: Rodolfo Rodriguez, Center Manager
403 East Expressway 83
Pharr, Texas 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 United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY: Tire Centers, LLC

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: ~~HIDALGO COUNTY SHERIFF'S OFFICE~~
Request for Bids - "Tires, Mounting, Rotation and Balancing Service"
Bid No: 09-127-04-29-ERT

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-ERT**

1. Request For Bid Letter, consisting 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 5 pages.
4. Exhibit "B" Bid Page consisting of 2 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, consisting of 2 pages.
(Must be submitted with bid).
8. W-9 form, consisting of 4 pages.
(Must be submitted with bid).
9. Certification Regarding Debarment, consist of 1 page.
(Must be submitted with bid).
10. Draft Requirement Agreement, consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 14, 2009

Date

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

**BID OPENING DATE:
April 29, 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

LEGAL NOTICE

BID NO: 2009-127-04-29-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
 2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, April 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**
- Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
 4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
 5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
- ~~12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.~~
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of 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 SHERIFF'S OFFICE-
TIRES, MOUNTING, ROTATION AND BALANCING
SERVICE"** 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 Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>April 29, 2009</u>
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. Glosner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A.) Meet schedules;
- B.) Pay any required fees or taxes; or
- C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, ~~arising out of the goods and services provided by successful bidder.~~
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF’S OFFICE
REQUEST FOR BID
“TIRES, MOUNTING, ROTATION AND BALANCING
SERVICE”
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**
2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
3. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
5. Vendor(s) needs to have been in business for at least two years.
6. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
- ~~7. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.~~
8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
9. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).
12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".
13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.
14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.
15. All tires specified as "all steel" should be for speeds of 100 mph and greater.
16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
 3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
 4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL		
				MOUNTING (COST)	ROTATION (COST)	BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED
SIGNATURE:

PRINTED NAME:

TITLE

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.

Revised 10/02/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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	LIMITS
A	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ CLAIMS MADE / ACCORD				PER DAMAGE, ACCIDENT \$
	☐ OWNERS & COM. PROT.				PER OCCURRENCE \$
B	AUTOMOBILE LIABILITY				
	☐ ANY AUTO				COMBINED SINGLE LIMIT \$
	☐ SCHEDULED AUTOS				BODILY INJURY \$
	☐ NON-OWNED AUTOS				BODILY INJURY \$
C	EXCESS LIABILITY				
	☐ EXCESS				EACH OCCURRENCE \$
	☐ RETENTION \$				AGGREGATE \$
	☐ OTHER				
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				
	☐ WORKERS COMPENSATION				PER ACCIDENT \$
	☐ EMPLOYER'S LIABILITY				PER ACCIDENT \$
	☐ 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

ADDITIONAL INSURED / INSURER LETTER

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

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.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

_____ necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

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
1 Name of person who has a business relationship with local governmental entity.		Date Received
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		

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. ()	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify			
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.			
State of Incorporation: _____		Date: _____	Other: _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:			
Small and/or Disadvantaged Business Information (check application criteria)			
Small Business:		Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American	
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women	
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other	
☐ More than 500,000 annual gross receipt			
Have you been certified as a HUB or an MBE/WBE source?:		☐ Yes	☐ No
Indicate Certification No.(s): _____		or are Certificate(s) attached?: ☐ Yes ☐ No	
What type of product(s) is/are solicited by your company?:			
Would you like to be provided with specifications for procurements of such products?:		☐ Yes	☐ No
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____			
Date Forwarded Information to Auditor's Office: _____		Entry Date: _____	Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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 ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

COPY

Tires Purchased at TCI.

Note: If you do offer the service of mounting, rotation or balancing tires please put dollar amount, and if you do not offer the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	\$102.12	CHAPARRAL XT	\$75.00	BRIDGESTONE DURAVER250 (206-378)	\$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	\$86.92	NO BID	NO BID	FIRESTONE TRANSFORCE HT (189-650)	\$80.00
3	P215-60-R16	UNIROYAL AS6000	\$55.07	FINALIST	\$44.00	FIRESTONE FR380 (061-991)	\$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	\$127.70	SUMMIT	\$103.00	FIRESTONE TRANSFORCE AT (200-190)	\$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	\$73.58	FINALIST	\$46.50	FIRESTONE PV-41 (067-911)	\$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	\$107.59	CHAPARRAL XT	\$74.00	FIRESTONE TRANSFORCE AT (189-582)	\$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	\$115.10	CHAPARRAL XT	\$81.50	FIRESTONE TRANSFORCE AT (189-599)	\$88.00
8	P265-70-R18	BFG LG	\$110.86	TOYO HT	\$118.00	FIRESTONE DESTINATION AT (077-546)	\$102.50
9	P235-70-R16	UNIROYAL AWP	\$80.07	NEPTUNE	\$71.50	FIRESTONE DESTINATION AT (026-869)	\$87.00

10	P205-65-R15	UNIROYAL AS6000	\$46.92	FINALIST	\$39.00	FIRESTONE FR380 (098-019)	\$48.00
11	P205-55-R16	UNIROYAL TOURING	\$60.15	FINALIST	\$40.00	FIRESTONE FR710 (085-876)	\$69.60
12	P205-50-R16	HANKOOK H418	\$72.21	WESTLAKE	\$45.00	FIRESTONE WIDE OVAL (027-651)	\$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	\$179.53	ADVANCE	\$128.00	FIRESTONE FS560 12 PLY (169-981)	\$172.00
14	P205-75-R15	UNIROYAL AS6000	\$44.73	CATALYST	\$43.50	FIRESTONE FR380 (098-051)	\$63.00
15	LT235-75-R16	UNIROYAL AWR	\$71.63	TOYO HT	\$86.00	FIRESTONE DESTINATION AT SL (112-192)	\$83.40
16	P235-70-R17	HANKOOK RHD3	\$91.43	TOYO	\$102.00	FIRESTONE DESTINATION AT (094-869)	\$91.00
17	LT325-65-R18	BFG AIT	\$233.82	TOYO	\$180.00	FIRESTONE DESTINATION AT (192-353)	\$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
02/06/2009

PRODUCER 877-945-7378 Willis HRH 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		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 Tire Centers, LLC 310 Inglesby Parkway Duncan, SC 29334		INSURERS AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC# 11150-001

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	31GPP4948100	8/1/2008	8/1/2009	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMPROP AGG \$ 6,000,000
A	X	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☒ Garagekeepers Liab	ALL OTH 31CAB4948200 MA 31CAB4948300	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN 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? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ALL OTH 31WCI4948400 OR & WI 31WCI4948500	8/1/2008	8/1/2009	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Garagekeepers Liability	ALL OTH 31CAB4948200 MA 31CAB4948300	8/1/2008	8/1/2009	\$1,000,000 each Occurrence \$1,000,000 each Aggregate

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

Tire Centers, LLC is self-insured for Auto Physical Damage coverage.

Store #617 Pharr, TX

Hidalgo County is included as an Additional Insured as respects to General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
 Attn: Purchasing Department
 2812 S. Business Hwy 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Charles J. Cochran

Leticia Saenz

From: juan tapia [juan.tapia@hidalgo.org]
Sent: Tuesday, June 09, 2009 5:26 PM
To: 'Eric Trevino'
Cc: 'Leticia Saenz'
Subject: RFB No. 09-127-04-29-ert Tires

Eric

Following our conversation, please do not submit for approval to advertise Mounting, Rotation and Balancing Service. Thanks JT

AI-15894

22.I.1.

Request for Purchase of Storage Lockers
CC REGULAR

Date: 06/15/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

a. Requesting approval to reject sole bid received for: Hidalgo County Adult Probation- "Purchase of Storage Lockers" Bid No. 2009-187-06-03-YZV as per requesting department directive;

b. Requesting Authority to re-advertise and approval of procurement packet (ie. Specifications-requirements, legal notice, draft contract etc.) for Hidalgo County Adult Probation- Bid No. 2009-261

BACKGROUND

1st Advertisement: June 20, 2009
2nd Advertisement: June 27, 2009
Bid Opening: July 08, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1297-423-00-320-020-9-664
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06-10-09 \$28,404.59

9-1297-423-00-320-002-9-540

Available balance as of 06-10-09 \$8,700.00

Attachments

Link: Memo-Dept.

Link: Specs-Legal Notice-Req. Agreement

Link: Bid Tab-Participation Log - Sign In

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2009 05:12 PM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 08:41 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/10/2009 09:51 AM	APRV

4 Auditor's Office

06/12/2009 09:22 AM NEW

Form Started By: Yolanda
Velasquez

Started On: 06/08/2009 01:20
PM

Final Approval Date: 06/12/2009

Yolanda Velasquez

From: Melissa Garza [ad008@hidalgococscd.com]
Sent: Monday, June 08, 2009 9:25 AM
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: Bid No. 2009-187-06-03 YZV

Good Morning Yolanda,

In reference to the bid we received from Darlene Betancourt, my director Mr. Rick Guerrero has decided to reopen the bid and change the dimensions to 18w x 18d x 72 h after reviewing the quote he decided they were too short. If you have any questions his direct line is 289-7410. Thank you.

*Melissa Garza
Hidalgo County SATF
(956) 289-7413*

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF STORAGE LOCKERS"
BID №: 2009-261-07-08-YZV

SCOPE OF PROJECT:

The intention of this Request for Bids (RFB) is to solicit bids for a one year term contract for "Purchase of approximately one hundred (100) Storage Lockers" however Hidalgo County may purchase additional lockers if needed. All purchase(s) will be on an **"as needed"** basis only.

SPECIFICATIONS:

The following are the minimum requirements and/or specifications that will be acceptable by Hidalgo County. These requirements and/or specifications must meet or exceed the minimum requirements and/or specifications, including, but not limited to, the following:

- Stand alone storage lockers.
- Made from industrial strength powder-coated square tube, bar stock and sheet steel
- Slide mechanism type handle
- With removable hanger rod
- One adjustable shelf
- With powder coated door
- Dimensions: 72" High x 19 ¾" Wide x 18 ½" Depth
- Color: Silver Locker with Navy Blue Powder Coated Door (same as or equivalent too)

- Storage Lockers to be unassembled
- Storage Lockers will not need to be installed by vendor

REQUIREMENTS:

- Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.
- The bidder awarded the contract shall not engage the services of a subcontractor without the prior written consent of Hidalgo County.

TERMS AND CONDITIONS:

1. The term of the contract will be in effect for a period of one (1) year from bid award date.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County has the authority to utilize State contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

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

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

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

- C) Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue of that the Vendor is requesting different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county too, shall have a discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the county to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- D) Allowable Review Periods: price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- E) Dollar Limits to Price Changes: the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
11. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. All written inquiries will be accepted via facsimile no later than, Wednesday, July 01, 2009 at 5:00 p.m. to (956()) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 03, 2009**

Bid Nº2009-261-07-08	Buyer: Yolanda Z. Velasquez	Tel. Nº (956) 318-2626

REQUEST FOR BIDS

**HIDALGO COUNTY – SUBSTANCE ABUSE TREATMENT
FACILITY**

“PURCHASE OF STORAGE LOCKERS”

Bid Opening Date: JULY 08, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281 New Administration Bldg.
Edinburg, Texas 78539
(956) 318-2626

Form HCPD - 03

LEGAL NOTICE

BID NO.: 2009-261-07-08-YZV

1. Sealed bids will be received for **"Purchase of Storage Lockers –Hidalgo County – Substance Abuse Treatment Facility"** 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 Nº 2009-261-07-08-YZV -Purchase of Storage Lockers-Hidalgo County Substance Abuse Treatment Facility"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539, **on or before 9:30 a.m., Wednesday, JULY 08, 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 IN REFERENCE TO "REQUEST FOR BIDS 2009-261-07-08-YZV – RFB Purchase of Storage Lockers for Hidalgo County Substance Abuse Treatment Facility".** 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 of 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 - **"Purchase of Storage Lockers – Hidalgo County Substance Abuse Treatment Facility"** 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
Ray Eufracio, Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM **JULY 08, 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 that 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.
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 to 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

Purchase of Storage Lockers –

Hidalgo County – Substance Abuse Treatment Facility

BID No.: 2009-261-07-08-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 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:

REQUIREMENTS AGREEMENT
C-0-

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 "_____", 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 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 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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 United 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, _____.

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

By: _____

Date: _____

HIDALGO COUNTY

By: _____

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Vendor:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"

BID PAGE

EXHIBIT "C"

CERTIFICATE OF
INSURANCE

HIDALGO COUNTY – ADULT PROBATION

“PURCHASE OF STORAGE LOCKERS”

2009-187-06-03-YZV

TABULATION SHEET

BID OPENING DATE: JUNE 03, 2009		BUYER: YOLANDA Z. VELASQUEZ
“PURCHASE OF 100 STORAGE LOCKERS”		
VENDOR	UNIT PRICE	TOTAL PRICE
Gateway Printing & Office Supply, INC dba/Jones & Cook Stationers	\$212.000	\$21,200.00

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ**

BID OPENING DATE: April 29, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Purchase of Storage Lockers - Hidalgo County-Substance Abuse Facility"

BID NO.: 2009-187-06-03-yzv

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. CSN Stores - Benjamin	BLM/EM	serviceemail@csnstores.com	5/20/09	Prudential Tower 800 Boylston St. Ste 600 Boston, MA 02114
2. William Webb	TR/EM	fbwilliam@verizon.net	5/20/09	2130 Kings Road Carrollton, TX 75007
3. Lowe's Home Improv.		Claude M. St Pierre claude.m.stpierre@store.lowe.com	5/26/09	2812 W UNIVERSITY EDINBURG, TX 78539 (956) 289 4230
4. C&H Distributors LLC	TR/EM	hbstanz@chdist.com	5/20/09	770 S 20th St. P.O. Box 14770 Milwaukee, WI 53214-0770
5. Shiffler Equipment	EM	fswick@shifflerequip.com	5/21/09	
6. Key Enterprises	EM	Ker@keyenterprises.com	5/24/09	
7. Gilbert Longoria <i>Super & Copy Printing</i>		gilbert@scobk.com <i>Gilbert Longoria</i>	5/24/09	431 S. Texas Weslaco, TX 78596 (957) 968-7517 Key-4070
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY-SUBSTANCE ABUSE & TREATMENT FACILITY

BID OPENING DATE: JUNE 03,2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " PURCHASE OF STORAGE LOCKERS"

BID NO: 2009-187-06-03-YZV

BUYER: Yolanda Z. Velasquez

No	NAME OF COMPANY	Acknowledgement of Receipt	BID BOND OR CHECK INCLUDE (if applicable)
#1	Gateway Printing & Office Supplies Inc. ✓		Unit Price # 212.00 ea
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

Hidalgo County Purchasing Department Bid Sign In

Date: June 3, 2009

Please Print Name		Company Name
1.	Sandy Suarez	Purchasing Dept.
2.	Sandy Salas	RS Preferred Vending
3.	Sandra Zamora	The Center of Industrial Relations
4.	John Riley	Cateway Printing / Jones & Jack Stationers
5.	Roy Balbarras Sr	KeyShedding Service, Inc.
6.	Lorie Ochoa	MedQuick
7.	Eliaz Hernandez	RS Preferred Vending
8.	Manah Balbarras	Dist. Order & Supplies
9.	Priscilla Torres	Hidalgo County Clerk's Office
10.	Oscar Carrera	Purchasing Dept
11.	Paulina Montalvo	Purchasing Dept
13.		
14.		

Bid #

Description

1.	2009-015-06-03-SMA	Vending Machine Services
2.	2009-160-06-03-MEG	Drug Test Collection Services
3.	2009-211-06-03-YZV	Purchase & Delivery of Storm Sewer Sand
4.	2009-187-06-03-YZV	Purchase of Storage Lockers
5.	2009-210-06-03-OCG	Removal of Soil from Aguilar Detention Basin Pet. #4
6.		