

AI-16577

2.A.

2009 - DA Investigation HB65 (1223)

CC CONSENT

Date: 07/21/2009
 Submitted By: Erika Zamora, BUDGET & MANAGEMENT
 Submitted For: Roy Cazares
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DA Investigation HB65 (1223)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1223-412-00-080-007-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funds available as of 7/17/09 in the amount of \$149,815.00.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 11:27 AM	APRV
2	JC Carreon	JC Carreon	07/17/2009 11:34 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Erika Zamora Started On: 07/17/2009 09:01 AM

Final Approval Date: 07/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: July 20, 2009
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
 DEPARTMENT NAME: District Attorney's Office
 ACCOUNT NUMBER: 9-1223-412-00-080-007-0-XXX
 SUBJECT: Budget Line-Item Transfer(s)

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
831	Court Cost & Investigation	➔	346	Hauling & Freight Services	\$ 600.00
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
TOTAL					\$ 600.00

REASON: Monies will be used to pay for wrecker fees on a vehicle seized by DPS.



 ROY CAZARES FOR RENE GUERRA
 CRIMINAL DISTRICT ATTORNEY

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

AI-16503

2.B.

Line Item Transfer for registration fees

CC CONSENT

Date: 07/21/2009
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: 93rd District Court
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-002-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 661-->584 \$ 1,500.00; funds available as of 07/15/2009

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 10:53 AM	APRV
2	JC Carreon	JC Carreon	07/15/2009 02:19 PM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Anna Galvan

Started On: 07/14/2009 02:29 PM

Final Approval Date: 07/17/2009

INTRADEPARTMENTAL TRANSFER REQUEST

AI-16503

DATE: July 14, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for 93rd District Court

ACCOUNT NUMBER: 9-1100-412-00-002-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Contact: Ana Galvan
Ph#: 292-7025

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
661	Minor Office Furniture & Equipment	584	Registration Fees	\$ 1,500.00
TOTAL				\$ 1,500.00

REASON: Transfer is needed to pay for registration & tuition fees for Judge to attend conference.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

Line Item Transfer to pay bills.

CC CONSENT

Date: 07/21/2009
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: 430th District Court
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-010-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->622 \$ 2,000.00; funds available as of 07/15/2009
 890-->535 \$ 500.00; funds available as of 07/15/2009
 890-->583 \$ 1,000.00; funds available as of 07/15/2009
 890-->640 \$ 60.00; funds available as of 07/15/2009

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 10:52 AM	APRV
2	Norma Silva	Norma Silva	07/15/2009 11:30 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW
Form Started By: Anna Galvan			Started On: 07/14/2009 02:28 PM	
Final Approval Date: 07/17/2009				

AI-16519

2.D.

Line Item Transfer

CC CONSENT

Date: 07/21/2009
 Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
 Submitted For: Alma Ybarra
 Department: GEN. GOVT. BLDGS.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Buildings & Grounds (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

609-->851 \$ 3,500.00; funds available as of 07/16/09
 664-->343 \$ 7,000.00; funds available as of 07/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 10:54 AM	APRV
2	Ana Galvan	Anna Galvan	07/16/2009 01:45 PM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Alma Ybarra Started On: 07/15/2009 10:00 AM
 Final Approval Date: 07/17/2009

AI-16479

2.E.

Human Services Division

CC CONSENT

Date: 07/21/2009
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
747-->336 \$ 4,089.68; funds available as of 07/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 09:46 AM	APRV
2	Ana Galvan	Anna Galvan	07/16/2009 02:59 PM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Dairen Sarmiento Started On: 07/13/2009 03:33 PM
Final Approval Date: 07/17/2009

DATE: July 13, 2009

DEPARTMENT HEAD: Dairen Sarmiento

DEPARATMENT NAME: HUMAN SERVICES

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-XXX

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-XXX

FROM: TO:

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
747	Software	336	Computer Services	\$ 4,089.68

REASON: TO FUND PROPER OBJECT CODE. TOTAL \$ 4,089.68

Department Head Signature Date

Approved Commissioners' Court Date

Attest County Clerk

AI-16499

2.F.

HUMAN SERVICES DIVISION

CC CONSENT

Date: 07/21/2009
 Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
 Submitted For: Dairen Sarmiento
 Department: HEALTH & HUMAN SERVICES DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

810-->601 - \$1,000.00; Funding available as of 7/15/09.
 842-->601 - \$2,500.00; Funding available as of 7/15/09.
 890-->601 - \$ 200.00; Funding available as of 7/15/09.
 671-->601 - \$ 500.00; Funding available as of 7/15/09.
 640-->601 - \$ 500.00; Funding available as of 7/15/09.
 604-->601 - \$ 250.00; Funding available as of 7/15/09.
 664-->601 - \$ 200.00; Funding available as of 7/15/09.

Attachments

Link: [line item transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 02:29 PM	APRV
2	Norma Silva	Norma Silva	07/15/2009 11:14 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Dairen Sarmiento
 Started On: 07/14/2009 11:28 AM
 Final Approval Date: 07/17/2009

DATE: 7-14-09
 DEPARTMENT HEAD: Dairen Sarmiento
 DEPARTMENT NAME: HUMAN SERVICES
 ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
810	Dues & Membership	601	Office & Computer Supplies	\$	1,000.00
842	Medical Assistance	601	Office & Computer Supplies	\$	2,500.00
890	Other	601	Office & Computer Supplies	\$	200.00
671	Bldg Supplies	601	Office & Computer Supplies	\$	500.00
640	Reference Materials	601	Office & Computer Supplies	\$	500.00
604	Medical and Lab Supplies	601	Office & Computer Supplies	\$	250.00
664	Other Minor Equipment	665	Minor Computer Equip	\$	200.00

REASON: TO FUND PROPER OBJECT CODE

TOTAL \$ 5,150.00

 Department Head Signature

 Date

 Approved Commissioners' Court

 Date

 Attest County Clerk

AI-16552

2.G.

LIT

CC CONSENT

Date: 07/21/2009
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 07-17-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 08:27 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/17/2009 09:45 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Rene Perez
Started On: 07/15/2009 04:24 PM

Final Approval Date: 07/17/2009

AI-16551

2.H.

Budget Line Item Transfer

CC CONSENT

Date: 07/21/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
583-->431 - \$2,000.00; Funding available as of 7//16/09.

Attachments

Link: [Intra-Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 08:24 AM	APRV
2	Norma Silva	Norma Silva	07/16/2009 10:18 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Edna Kirby
Started On: 07/15/2009 04:14 PM

Final Approval Date: 07/17/2009

AI-16480
transfer
CC CONSENT

2.I.

Date: 07/21/2009
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
661-->745 - \$1,500.00; Funding available as of 7/15/09.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 09:56 AM	APRV
2	Norma Silva	Norma Silva	07/15/2009 10:07 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Nereida Garza
Started On: 07/13/2009 03:59 PM
Final Approval Date: 07/17/2009

DATE: 07-09-09
DEPARTMENT HEAD: Esther A. Cortez
DEPARTMENT NAME: *HUMAN RESOURCES*
ACCOUNT NUMBER: 9-1100-415-50-190-002-0
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 9-1100-415-50-190-002-0

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
661	Minor Office Furniture	745	Computer equipment	\$ 1,500.00

REASON: To purchase printer

TOTAL \$1,500.00

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

AI-16501

2.J.

2009 Pct #1 Sanitation (1100)

CC CONSENT

Date: 07/21/2009
 Submitted By: JOANN GONZALEZ, COMM. PCT. #1
 Department: COMM. PCT. #1
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 07-17-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:41 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/17/2009 09:41 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: JOANN GONZALEZ
 Started On: 07/14/2009 02:12 PM
 Final Approval Date: 07/17/2009

AI-16529

2.K.

**Budget Line Item Transfer for uniform dry cleaning & drainage ditches
CC CONSENT**

Date: 07/21/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$6,020.84 as of 07/16/2009
from 732----->343 in the amount of \$2,000.00
from 732----->733 in the amount of \$2,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 04:01 PM	APRV
2	JC Carreon	JC Carreon	07/16/2009 11:56 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 07/15/2009 01:20 PM
Final Approval Date: 07/17/2009

AI-16525

2.L.

Budget Line-Item Transfer for office expenditures

CC CONSENT

Date: 07/21/2009
 Submitted By: Yolanda Cisneros, COMM. PCT. #2
 Submitted For: Yolanda Cisneros
 Department: COMM. PCT. #2
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Administration (1202)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding available in the amount of \$3,620.00 as of 07/15/2009
 from 413----->622 in the amount of \$1,500.00
 Funding available in the amount of \$3,260.00 as of 07/15/2009
 from 431----->622 in the amount of \$1,500.00
 Funding available in the amount of \$2,000.00 as of 07/15/2009
 from 452----->622 in the amount of \$1,500.00
 Funding available in the amount of \$265.00 as of 07/15/2009
 from 640----->619 in the amount of \$200.00
 Funding available in the amount of \$4,500.00 as of 07/15/2009
 from 661----->540 in the amount of \$1,000.00
 from 661----->601 in the amount of \$1,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 03:55 PM	APRV
2	Norma Silva	Norma Silva	07/16/2009 09:51 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/15/2009 12:07 PM

Final Approval Date: 07/17/2009

AI-16524

2.M.

**Budget Line-Item Transfer to fund repair service on CWS Unit #74
Tractor/Truck
CC CONSENT**

Date: 07/21/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

431-->432 \$ 200.00; funds available as of 07/17/09
442-->432 \$ 200.00; funds available as of 07/17/09
626-->432 \$ 1,500.00; funds available as of 07/17/09
630-->432 \$ 100.00; funds available as of 07/17/09
672-->432 \$ 1,000.00; funds available as of 07/17/09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 03:55 PM	APRV
2	Ana Galvan	Anna Galvan	07/17/2009 09:02 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 07/15/2009 11:49 AM	
Final Approval Date: 07/17/2009				

AI-16495

2.N.

BCAP Transfer (1311) - Eldora Gardens Subdivsion

CC CONSENT

Date: 07/21/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-252-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 07/14/2009 733->339

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 01:44 PM	APRV
2	JC Carreon	JC Carreon	07/14/2009 03:03 PM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Marcie Jackson
Started On: 07/14/2009 10:31 AM

Final Approval Date: 07/17/2009

AI-16526

2.0.

Pct #3 Transfer

CC CONSENT

Date: 07/21/2009
 Submitted By: Norma Ceballos, COMM. PCT. #3
 Department: COMM. PCT. #3
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Anzalduas Park Boat Ramp (1287)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-452-00-123-043-9-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 07-17-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 03:59 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/17/2009 09:43 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Norma Ceballos
 Started On: 07/15/2009 12:07 PM
 Final Approval Date: 07/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: July 21, 2009

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1287-452-00-123-043-9-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
609	zalduas Prk Boat Ramp Agri & Landscap	739	zalduas Prk Boat Ramp Other Struct	\$ 5,000.00
TOTAL				\$ 5,000.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-16507

2.P.

Pct #3 Transfer

CC CONSENT

Date: 07/21/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 7/15/2009 334->421 ; 432->421; 550->421;604->421;
607->421; 661->421;681->421; 810->421

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:43 PM	APRV
2	JC Carreon	JC Carreon	07/15/2009 09:55 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Norma Ceballos
Started On: 07/14/2009 02:55 PM

Final Approval Date: 07/17/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: July 21, 2009

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
334	Architectural & Engineering Services	421	Disposal	\$ 12,274.61
432	R&M Services-Equip and Vehicles	421	Disposal	\$ 15,000.00
442	Rental of Equip. And Vehicles	421	Disposal	\$ 500.00
550	Printing & Binding	421	Disposal	\$ 70.00
604	Medical & Laboratory Supplies	421	Disposal	\$ 102.38
607	Household and Janitorial Supplies	421	Disposal	\$ 223.63
661	Minor Office Furn. & Equip.	421	Disposal	\$ 780.00
681	Vehicles parts and supplies	421	Disposal	\$ 5.00
810	Dues & membership	421	Disposal	\$ 105.00
			TOTAL	\$ 29,060.62

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16584

2.Q.

**Intradepartmental Transfer- Supplemental Pay
CC CONSENT**

Date: 07/21/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Precinct No. 3
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1213-452-00-123-008-0-113
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available lapsed funding as of 07/17/09. rc

Attachments

Link: [transfer](#)

Form Routing/Status

Form Started By: Rosie Cantu Started On: 07/17/2009 04:58 PM
Final Approval Date: 07/17/2009

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 17, 2009

2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

Transfer

DEPARTMENT NAME: Department of Budget & Management for Pct. No. 3-Parks



ACCOUNT NUMBER: 9-1213-452-00-123-008-0-XXX

SUBJECT: Intradepartmental transfer(s)

Contact: Rosie Cantu

Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	REG F/T EMPLOYEES	117	SUPPLEMENTAL PAY	\$ 1,010.00
TOTAL				\$ 1,010.00

REASON: Intradepartmental transfer to fund supplemental pay for one Peace Officer, employee no. 024821 as per Grade & Step pay plan.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16548

2.R.

Pct. #4 Administration Transfer

CC CONSENT

Date: 07/21/2009
 Submitted By: Jr. Munoz, COMM. PCT. #4
 Department: COMM. PCT. #4
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Administration (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

540-->622 \$ 1,000.00; funds available as of 07/17/09
 583-->622 \$ 1,000.00; funds available as of 07/17/09
 584-->622 \$ 750.00; funds available as of 07/17/09
 630-->622 \$ 300.00; funds available as of 07/17/09
 640-->601 \$ 200.00; funds available as of 07/17/09
 745-->601 \$ 600.00; funds available as of 07/17/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 04:07 PM	APRV
2	Ana Galvan	Anna Galvan	07/17/2009 10:36 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Jr. Munoz
 Started On: 07/15/2009 03:56 PM

Final Approval Date: 07/17/2009

DATE: July 15, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 9-1204-431-00-124-005-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
540	Advertising	622	Electricity	\$ 1,000.00
583	Travel Out of County	622	Electricity	1,000.00
584	Registration Fees	622	Electricity	750.00
630	Food	622	Electricity	300.00
640	Refrence Materials	601	Office & Computer Suppies	200.00
745	Computer Equipment	601	Office & Computer Supplies	600.00
TOTAL				\$ 3,850.00

REASON: Transfer is needed to pay expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16498

2.S.

Pct. 4 Landfill (1100)

CC CONSENT

Date: 07/21/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

334-->748 \$ 29,900.00; funds available as of 07/16/09
432-->748 \$ 2,000.00; funds available as of 07/16/09
439-->748 \$ 1,000.00; funds available as of 07/16/09
550-->748 \$ 4,000.00; funds available as of 07/16/09
664-->748 \$ 1,600.00; funds available as of 07/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 02:28 PM	APRV
2	Ana Galvan	Anna Galvan	07/16/2009 11:21 AM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Jr. Munoz
Started On: 07/14/2009 11:24 AM

Final Approval Date: 07/17/2009

DATE: July 14, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 9-1100-432-00-124-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Phone: (956) 383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
334	Architectural & Engineering Svcs.	748	Other Equipment	\$ 29,900.00
432	Equipt. & Vehicle R & M Svcs	748	Other Equipment	2,000.00
439	Other Repair & Maintenance Svcs	748	Other Equipment	1,000.00
550	Printing & Binding	748	Other Equipment	4,000.00
664	Other Minor Equipment	748	Other Equipment	1,600.00
			TOTAL	\$ 38,500.00

REASON: To cover the purchase of seven (7) trash containers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16537

4.A.

JUNE 2009 Fee Report

CC CONSENT

Date: 07/21/2009
 Submitted By: Norma Martinez, DISTRICT CLERK
 Submitted For: Norma Martinez
 Department: DISTRICT CLERK
 Agenda Category: Monthly Fee Reports

Information

CAPTION

District Clerk:
 Approval of June 2009 monthly fees report.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [District Clerk - June 2009 Fee Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 04:06 PM	APRV
2	Auditor's Office	Angela Garcia	07/15/2009 04:10 PM	APRV
3	Budget & Management	Erika Zamora	07/15/2009 04:12 PM	APRV
4	Erika Zamora	Erika Zamora	07/16/2009 01:58 PM	APRV
5	Ivan Cantu	Ivan Cantu	07/16/2009 02:55 PM	APRV

Form Started By: Norma Martinez
 Started On: 07/15/2009 03:06 PM

Final Approval Date: 07/16/2009

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF JUNE 2009

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))

			# OF CASES				
DIVORCE & FAMILY LAW CASES	\$ 12,977.00						
LESS: PARTIAL PAYMENT	\$ (163.00)	\$ 13,140.00	# 292	X \$45.00	= \$ 13,140.00	1100-207-20-000-051-0-000	\$ 13,140.00
OTHER THAN DIVORCE/FAMILY	\$ 15,240.06						
LESS: PARTIAL PAYMENT	\$ (9.94)	\$ 15,250.00	# 305	X \$50.00	= \$ 15,250.00	1100-207-20-000-052-0-000	\$ 15,250.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))							
DIVORCE & FAMILY LAW CASES	\$ 380.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 380.00	# 76	FAMILY X \$5.00	= \$ 380.00		
OTHER THAN DIVORCE/FAMILY	\$ 1,280.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 1,280.00	# 128	CIVIL X \$10.00	= \$ 1,280.00	1100-207-20-000-050-0-000	\$ 1,660.00

JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 16	CASES	= \$ 592.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @42.00AFTER 1/1/08	# 515	CASES	= \$ 21,630.00	1100-207-20-000-055-0-000	\$ 23,902.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07	@\$15.00			1100-341-10-090-011-0-000	\$ 3,510.00

CLERK COST (GC 51.317(b)(1)&(b-1))	\$ 29,488.00	\$50<=10, \$75(11-25), \$100(26-100), \$125(101-500), \$150(501-1000)	\$ 53,003.00
OTHER CLERK COST (GC51.317-319)	\$ 23,515.00	\$200>1000	
TIME PAYMENT (LGC 133.103) @\$10.00			\$ 1,672.68
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))			\$ 12,868.52
OTHER FEES:			
REGISTRY ADMINISTRATION FEE (LGC 117.055)			\$ 602.00
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)			\$ 2,891.61
NSF CHECK FEE (LGC 118.141)			\$ 30.00
TOTAL CLERK'S FEES			\$ 71,067.81

INTEREST EARNED FOR THE MONTH OF JUNE 2009

COURT FEES:					
DISTRICT ATTORNEY (CCP 102.008)				1100-361-11-000-005-0-000	\$ 6,922.65
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)				1100-341-10-090-007-0-000	\$ 316.84
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @\$150.00				1100-341-10-000-003-0-000	\$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @\$ 2.50				1100-341-10-090-002-0-000	\$ 418.17
TIME PAYMENT (LGC 133.103) @ \$15.00				1100-207-20-000-005-0-000	\$ 2,090.84
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@\$2.00				1100-341-10-090-003-0-000	\$ 2,984.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @\$5.00				1100-207-20-000-001-0-000	\$ 2,400.00
MASTER COURT FEES (14.82gFC) @\$7.00				1100-341-10-090-004-0-000	\$ -
JURY FEES (CCP 102.004) @\$30.00				1100-341-10-090-006-0-000	\$ 5,548.39
PASPORT EXECUTION FEE @\$25.00				1100-341-10-090-013-0-000	\$ 63,425.00
PASPORT PHOTO FEE @\$15.00				1100-341-10-090-014-0-000	\$ 5,925.00
SHERIFF FEES (CCP 102.011) \$ 18,288.85					
SHERIFF FEES (HCSSO) \$ 4,620.72				1100-342-10-90-001-0-000	\$ 22,909.57
CONSTABLE FEES(CCP 102.011)					
		PCT. 1		1100-342-10-291-000-0-000	\$ -
		PCT. 2		1100-342-10-292-000-0-000	\$ -
		PCT. 3		1100-342-10-293-000-0-000	\$ -
		PCT. 4		1100-342-10-294-000-0-000	\$ -
		PCT. 5		1100-342-10-295-000-0-000	\$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)				1100-351-20-090-001-0-000	\$ 13,635.46
FINES (LGC 113.004)				1200-351-10-090-000-0-000	\$ 88,621.49
BOND FORFEITURES (CCP 22.16)				1200-352-10-090-001-0-000	\$ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)				1241-341-10-090-001-0-000	\$ 3,240.20
# CIVIL FILINGS X \$5.00	= \$ 2,430.00				
# FELON. CONV. X \$5.00	= \$ 810.20				
# MISD.CONV. X \$3.00	= \$ -				
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)				1238-341-20-090-001-0-000	\$ 6,701.50
# CIVIL FILINGS X \$5.00	= \$ 2,920.00				
# CRIM CONV. X \$22.50	= \$ 3,781.50				
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))				1235-341-10-090-000-0-000	\$ 3,276.86
# CIVIL FILINGS X \$5.00	= \$ 2,895.00				
# CRIM FILINGS X \$2.50	= \$ 381.86				
COURT REPORTER SERVICE FEE (GC 51.601) @\$15.00				1239-341-10-090-001-0-000	\$ 7,519.10
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @\$5.00				1240-341-10-090-001-0-000	\$ 125.00
LAW LIBRARY FEES (LGC 323.023) @\$30.00				1247-341-10-090-001-0-000	\$ 14,520.00

OTHER COURT FEES:					
CRIMINAL CLERK FEE (CCP ART. 102.005)	\$ 6,694.80				
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	\$ 970.28				
CRIME STOPPERS - ADULT PROBATION DEPT	\$ 130.00				
MOTHERS AGAINST DRUNK DRIVING	\$ 303.95				
WOMEN TOGETHER EMERGENCY SHELTER	\$ -				
ESTRELLA'S HOUSE	\$ -				
ATTORNEY AD-LITEM	\$ 750.00				

SUBTOTAL	\$ 8,849.03				
LESS: LAW ENFORCEMENT LAB COSTS	\$ (970.28)				
LESS: CRIME STOPPERS	\$ (130.00)				
LESS: MOTHERS AGAINST DRUNK DRIVING	\$ (303.95)				
LESS: WOMEN TOGETHER EMERGENCY SHELTER	\$ -				
LESS: ESTRELLA'S HOUSE	\$ -				
LESS: ATTORNEY AD-LITEM	\$ (750.00)				
TOTAL OTHER COURT FEES	\$ 6,694.80			1100-341-10-090-005-0-000	\$ 6,694.80

Handwritten initials: JDM

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 2 OF 3

FOR THE MONTH OF JUNE 2009

1/1/04
 CONSOLIDATED COURT COST(LGC133.102) FEL@ \$133.00 A&B MISD@ \$83.00 MISD@ \$40.00 1100-207-20-000-015-0-000 \$ 21,251.53
 9/1/97-12/31/03 (CCP102.075(a))
 FEL@ \$80.00 A&B MISD@ \$40.00 MISD@ \$17.00

CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ \$20.00 MISD @ \$10.00	1100-207-20-000-003-0-000	\$ 33.17
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @ \$30.00	1100-207-20-000-006-0-000	\$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @ \$25.00	1100-207-20-000-008-0-000	\$ 46.96
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ \$1.00, 8/30/93-8/31/95 @ \$1.50	1100-207-20-000-011-0-000	\$ 4.05
CRIME STOPPERS (CCP 102.013) @ \$2.00	9/1/89-8/31/97 @ \$2.00	1100-207-20-000-014-0-000	\$ 2.31
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	\$ -
JUVENILE CRIME & DELIQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @ \$0.25, 9/1/01-12/31/03 @ \$0.50	1100-207-20-000-007-0-000	\$ 3.42
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @ \$5.00	1100-207-20-000-009-0-000	\$ 39.80
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @ \$20.00 MISD @ \$15.00	1100-207-20-000-017-0-000	\$ 401.33
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/93-12/31/03 FEL @ \$45.00 MISD @ \$35.00	1100-207-20-000-027-0-000	\$ 18.62
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ \$0.50	1100-207-20-000-029-0-000	\$ 2.21

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)

DPS: @ \$35.00..... 1100-207-20-000-019-0-000 \$ 942.55
 TABC: @ \$35.00..... 1100-207-20-000-020-0-000 \$ 25.18
 P&W: @ \$35.00..... 1100-207-20-000-021-0-000 \$ -

DNA TESTING FEE (CCD 102.020, GC 411.1471(a)(1) or (a)(2) \$250.00, GC 411.1471(a)(3) \$50.00)..... 1100-207-20-000-030-0-000 \$ 781.97
 JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ \$20.00..... 1100-207-20-000-033-0-000 \$ -
 JURY SERVICE FUND (SB 1704) @ \$4.00..... 1100-207-20-000-053-0-000 \$ 611.59
 JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @ \$3.40..... 1100-207-20-000-054-0-000 \$ 731.69
 JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @ \$0.60..... 1100-341-10-090-009-0-000 \$ 89.05
 STATE TRAFFIC FEE (TRC 542.4031) AFTER 9/1/03 @ \$30.00..... 1100-207-20-000-035-0-000 \$ -
 NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 14 cases AFTER 9/1/03 @ \$28.00..... 1100-207-20-000-037-0-000 \$ 392.00
 EXPUNGMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021) AFTER 1/1/06 @ \$30.00..... 1100-341-10-090-010-0-000 \$ -
 DRUG COURT FEE-COUNTY (CCP 102.0178) AFTER 6/15/07..... 1100-341-10-090-012-0-000 \$ 1,420.10
 DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07..... 1100-207-20-000-058-0-000 \$ 1,420.10
 EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49) AFTER 1/1/04 @ \$100.00..... 1100-207-20-000-038-0-000 \$ 3,675.82
 Indigent Defense Representation Fund (LGC 133.107) AFTER 1/1/08 @ \$ 2.00..... 1100-207-20-000-059-0-000 \$ 228.96
 COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186) AFTER 1/1/06 @ \$100.00..... 1234-341-10-090-000-0-000 \$ 214.29
 MENTAL HEALTH EXPERTS COMPENSATION..... 1100-360-00-000-000-0-000 \$ -
 RESTITUTION FEE / STATE (CCP 42.037) AFTER 1/1/06 @ \$6.00..... \$ -
 RESTITUTION FEE / COUNTY (CCP 42.037) AFTER 1/1/06 @ \$6.00..... \$ -
 DUE TO GENERAL (95' COMPTROLLER AUDIT)..... 1100-360-00-000-000-0-000 \$ -

TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER 1100-227-30-000-019-0-000 \$ 418,141.38

TOTAL CASH RECEIVED \$ 426,005.17

LESS: AMOUNT PAID TO COUNTY TREASURER \$ 418,141.38
 AMOUNT DUE TO COUNTY TREASURER \$ -
 AMOUNT OVERPAID TO COUNTY TREASURER \$ -
 OTHER DISBURSEMNTS \$ 6,107.90

TOTAL DISBURSEMENTS \$ 424,249.28
 NET AMOUNT AVAILBLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT \$ 1,755.89

PROOF:

AMOUNT RECEIVED:	\$ 1,836.00
AMOUNT LIQ.:	\$ (2,011.40)
PARTIAL PAYMENT: DISTRICT & FAMILY LAW CASES	\$ (163.00)
PARTIAL PAYMENT: OTHER THAN DIVORCE/FAMILY LAW CASES	\$ (9.94)
PARTIAL PAYMENT: INDIGENT LEGAL SERVICE FEE	\$ -
CRIME STOPPERS (ADULT PROBATION):	\$ 130.00
LAW ENFORCEMENT LAB COSTS (DPS):	\$ 970.28
MOTHERS AGAINST DRUNK DRIVING	\$ 303.95
WOMEN TOGETHER EMERGENCY SHELTER	\$ -
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 750.00
ADULT PROBATION:	\$ -
SHORTAGE/OVERAGE	\$ (50.00)
NET AMOUNT	\$ 1,755.89

9/1/09

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 3 OF 3

FOR THE MONTH OF JUNE 2009

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	06/12/09	37075	\$ 57,046.97	129456
CIVIL2)	06/12/09	37072	\$ 18,375.00	129439
CIVIL3)	06/23/09	37110	\$ 48,674.00	129703
CIVIL4)	06/23/09	37100	\$ 53,738.71	129637
CIVIL5)	07/07/09	37153	\$ 57,241.84	0
CIVIL6)		0	\$ 22,089.11	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CIVIL6)	07/07/09	37154	\$ 375.00	0
CRM1)	06/11/09	37064	\$ 20,349.00	129393
CRM2)	06/11/09	37063	\$ 14,530.42	129392
CRM3)	06/23/09	37108	\$ 23,356.00	129636
CRM4)	06/23/09	37109	\$ 17,082.50	129638
CRM5)	06/23/09	37111	\$ 30,010.16	129702
CRM6)	06/22/09	37099	\$ 17,127.95	129630
CRM7)	06/24/09	37146	\$ 18,806.00	129962
CRM8)	06/26/09	37147	\$ 10,594.72	129963
CRM9)	07/07/09	37155	\$ 8,744.00	0
CRM10)			\$ -	

TOTAL AMOUNT OF REMITTANCES

=====

\$ 418,141.38

=====

PREPARED BY:

[Signature]
BOOKKEEPER

7/10/09
DATE

REVIEWED BY:

[Signature]
ACCOUNTANT

7/10/09
DATE

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

[Signature]
INTERNAL AUDIT

[Signature]
DISTRICT CLERK SIGNATURE

7/15/09
DATE

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

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

AI-16563

4.B.

Monthly Fee Reports

CC CONSENT

Date: 07/21/2009
 Submitted By: Delia Rodriguez, COUNTY CLERK
 Submitted For: Delia Rodriguez
 Department: COUNTY CLERK
 Agenda Category: Monthly Fee Reports

Information

CAPTION

County Clerk:
 Approval of June 2009 monthly fees report.

BACKGROUND

County Clerk - \$ 326,086.65 (fee acct.) - June
 146,841.30 - June (criminal court costs)
 97,498.18 - June Civil & Probate
 Total 570,426.13

Fiscal Impact

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

Attachments

Link: [CoverSheet](#)
 Link: [Reports](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:56 PM	APRV
2	Erika Zamora	Erika Zamora	07/17/2009 11:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/17/2009 01:15 PM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW


Form Started By: Delia Rodriguez
 Started On: 07/16/2009 01:37 PM

Final Approval Date: 07/17/2009



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

TO: Monica Badillo, Agenda Coordinator
FROM: Arturo Guajardo, Jr., County Clerk 
DATE July 15, 2009
SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for July 21, 2009.

FEE AND COURT COST MONTHLY REPORTS FOR JUNE, 2009
AS FOLLOWS:

FEE ACCOUNT	\$ 326,086.65
CRIMINAL COURT COST	\$ 146,841.30
CIVIL & PROBATE COURT	\$ <u>97,498.18</u>
TOTALS JUNE 2009 COLLECTIONS	\$ <u>570,426.13</u>

If you have any questions please do not hesitate to contact me.

AG/bs

**HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
JUNE 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$23,037.00
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$5,930.00
County Judge/LGC 118.101.....	1100-341-10-180-001-0-000	\$288.00
Library/LGC 323.023.....	1247-341-10-180-001-0-000	\$7,590.00
Stenographer/GC 25.1102f.....	1100-341-10-180-006-0-000	\$6,002.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A.....	1100-341-10-180-008-0-000	\$1,760.00
Jury - County Clerk.....	1100-341-10-180-008-0-000	\$0.00
Jud. & Cr. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$156.00
General Fund Miscellaneous Revenues	1100-360-00-000-000-0-000	\$0.00
Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00.....	#Cases 253 1100-207-20-000-048-0-000	\$1,265.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10	#Cases 52 1100-207-20-000-047-0-000	\$260.00
Court Reporter Service Fee/GC51.601.....	1239-341-10-180-001-0-000	\$3,795.00
Bond Forfeitures/CCP22.16.....	1200-352-10-180-001-0-000	\$13,943.06
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$1,525.00
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$1,525.00
Judicial Fund/Civil CC Stat./GC51.702.....	# Cases 253 1100-207-20-000-043-0-000	\$10,120.00
Judicial Fund - Civil Support	# Cases 252 1100-207-20-000-055-0-000	\$10,579.00
Judicial Fund/Civil CC Stat. Probate/GC51.702.....	# Cases 52 1100-207-20-000-042-0-000	\$2,080.00
SCIG-Probate Filing Fee	# Cases 49 1250-341-10-180-001-0-000	\$980.00
Appellate Judicial System Fund GC 22.2141.....	1100-207-20-000-001-0-000	\$1,525.00
District Attorney Bond Forfeitures Commission.....	1100-341-10-080-011-0-000	\$1,333.71
Registry Administration Fee/LGC 117.055.....	1100-341-10-180-002-0-000	\$3,306.67
Non-Disclosure Fee / GC 411.081(d).....	# Cases 4 1100-207-20-000-037-0-000	\$112.00
Interest Earnings.....	1100-361-11-000-006-0-000	\$1.74
E-File Fee.....	1100-341-10-180-002-0-000	\$384.00

TOTAL DUE TO TREASURER \$97,498.18

Refunds Due \$993.00
 OVER (SHORT) \$0.00
 SUBTOTAL \$993.00
 TOTAL COUNTY CLERK COLLECTIONS \$98,491.18

PREPARED BY: *Irisela McNamer* 07/01/09
 IRISELA MCNAMER DATE

APPROVAL: *[Signature]* 07/01/09
 COUNTY CLERK DATE

**HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF JUNE 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$9,118.91
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$3,105.10
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	\$5,699.07
Fines/LGC 113.004	1200-351-10-180-000-0-000	\$63,788.69
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	\$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	\$4,562.18
Crim.Just.Plan.Fd./CCP 102.051 MISD @ \$ 5.00, @ \$10.00	1100-207-20-000-003-0-000	\$0.00
L.E.O.S.E/GC415.082 .. MISD @ \$1.00,@\$1.50,@\$3.50	1100-207-20-000-011-0-000	\$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @\$3.00, @\$5.00 @ \$10.00, @ \$12.50, @ \$15.00, @ \$35.00 (CVC)	1100-207-20-000-017-0-000	\$76.25
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-019-0-000	\$262.99
T.A.B.C. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-020-0-000	\$60.00
Jury Service Fee	1100-207-20-000-053-0-000	\$888.76
Jury - County Clerk	1100-341-10-180-008-0-000	\$43.63
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$4.36
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	\$0.00
State General Revenue/CCP102.015 .. MISD @ \$2.50	1100-207-20-000-010-0-000	\$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ \$5.00, @ \$25.00	1100-207-20-000-008-0-000	\$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	\$0.00
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$5,125.57
Records Management Preservation - CC	1237-341-10-180-000-0-000	\$560.36
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$685.53
Judicial Fund/Criminal CC Stat./GC51.702	# Cases <u>215</u> 1100-207-20-000-046-0-000	\$3,424.87
Consolidated Court Cost(CCC) CCP 102.075 MISD A,B @ \$40.00/C @ \$17.00	1100-207-20-000-015-0-000	\$18,853.93
Fugitive Apprehension Fund (FA)/CCP 102.019 @ \$5.00	1100-207-20-000-009-0-000	\$10.88
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	\$0.10
Appellate Judicial System Fund GC 22.2141	1100-207-20-000-001-0-000	\$0.00
LAB FEE		\$0.00
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@\$50	1100-207-20-000-058-0-000	\$6,557.22
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	\$50.00
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ \$0.25	1100-207-20-000-007-0-000	\$0.59
Time Payment/GC 51.921 @ \$12.50	1100-207-20-000-005-0-000	\$2,538.64
Time Payment/GC 51.921 @ \$10.00 Appropriation	1100-341-10-180-002-0-000	\$2,030.91
Time Payment/GC 51.921 @ \$2.50 Admin. Of Justice	1100-341-10-180-003-0-000	\$507.74
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	\$0.00
Delinquent Fee	1100-202-00-000-004-0-000	\$0.00
Local Transaction Fee	1100-341-10-180-004-0-000	\$1,394.96
Nondisclosure Fee	1100-207-20-000-037-0-000	\$0.00
EMS Truama Fund/CCP102.0185	1100-207-20-000-038-0-000	\$10,786.41
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-351-20-180-001-0-000	\$5,003.07
SJFC	1100-341-10-180-012-0-000	\$133.34
SJFS	1100-207-20-000-054-0-000	\$1,161.26
IDR	1100-207-20-000-059-0-000	\$405.98
Child Safety/CCP 102.01 @ 20.00	1100-341-10-080-005-0-000	
Constable/CCP 102.011	1100-342-10-291-000-0-000	
SUBTOTAL COURT COSTS		\$146,841.30
Refunds on Probate, etc.		\$47.08
Attorney Ad Litem Fees/CP RULE 308a		\$0.00
OVER (SHORT)		\$0.00
SUBTOTAL		\$47.08
TOTAL COUNTY CLERK COLLECTIONS		<u>\$146,888.38</u>

PREPARED BY:

Irisela McNamer
IRISELA MCNAMER

07/01/09
DATE

APPROVAL:

[Signature]
COUNTY CLERK

07/01/09
DATE

COUNTY CLERK MONTHLY FEE REPORT

JUNE
2009

****COUNTY CLERK FEE ACCOUNT****

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10.....		\$130,216.30
MARRIAGE LICENSES/LGC118.018 (TOTAL).....		\$11,345.00
STATE COMPTROLLER		
MARRIAGE LICENSE.....	# Filed 374	\$11,220.00
BIRTH CERTIFICATES.....	# Filed 1814	\$3,265.20
BIRTH DSHS.....	# Filed 68	\$124.44
DECLARATION OF INFORMAL MARRIAGE.....	# Filed 10	\$125.00
UCC-FINANCING STATEMENTS/BCC9.403.....		\$1,352.00
LAMINATION.....		\$115.00
VITAL STATISTICS/LGC 118.015.....		
CERTIFIED COPIES/LGC 118.014.....		\$50,547.36
RETURNED CHECK CHARGE/LGC 118.0215.....		\$30.00
REFUNDS.....		\$1,641.00
BEER & WINE PERMITS/ABC 61.31.....		\$0.00
PRINTER FEES/ABC 61.38.....		\$1,875.20
RECEIVED ON ACCOUNT.....		\$87,431.00
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....		\$44,600.00
DIGITAL IMAGE FEES.....		\$1,500.00
CC RECORDS ARCHIVES FEE LGC 118.025.....		\$48,393.00
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$9,324.00
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$2,585.00
OVER/(SHORT).....		\$86.00
INTEREST EARNED.....		\$1.79
ADJUSTMENTS.....		\$0.00
TOTAL CHARGES AND COLLECTIONS.....		<u>\$405,777.29</u>
LESS:		
CHARGES ON ACCOUNT.....		<u>\$75,964.00</u>
TOTAL DEPOSITED IN BANK.....		<u>\$329,813.29</u>
LESS:		
PRINTERS FEES/ABC 61.38.....		\$1,875.20
BIRTH DSHS.....		\$124.44
REFUNDS.....		\$1,641.00
OVER/(SHORT).....		\$86.00
SUBTOTAL.....		<u>\$3,726.64</u>
DUE TO TREASURER.....		<u>\$326,086.65</u>
DISTRIBUTION:		
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$205,072.66
INTEREST EARNED.....	1100-361-11-000-006-0-000	\$1.79
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216....	1237-341-10-180-000-0-000	\$44,600.00
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$1,500.00
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$48,393.00
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$9,324.00
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$11,220.00
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$3,265.20
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$125.00
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$2,585.00
DISTRIBUTION TOTAL:		\$0.00
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I		
REVISED 2004		<u>\$326,086.65</u>

PREPARED BY:

Mary Cuellar
MARY CUELLAR DEPUTY CLERK 07/08/09
DATE

APPROVAL:

Arturo Guajardo, Jr.
ARTURO GUAJARDO, JR. COUNTY CLERK 07/08/09
DATE

COUNTY CLERK MONTHLY FEE REPORT

JUNE
2009

****COUNTY CLERK FEE ACCOUNT****

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10.....		\$130,216.30
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LAMINATION.....		\$115.00
VITAL STATISTICS/LGC 118.015.....		
CERTIFIED COPIES/LGC 118.014.....		\$50,547.36
RETURNED CHECK CHARGE/LGC 118.0215.....		\$30.00
REFUNDS.....		\$1,641.00
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RECEIVED ON ACCOUNT.....		\$87,431.00
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DIGITAL IMAGE FEES.....		\$1,500.00
CC RECORDS ARCHIVES FEE LGC 118.025.....		\$48,393.00
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$9,324.00
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$2,585.00
OVER/(SHORT).....		\$86.00
INTEREST EARNED.....		\$1.79
ADJUSTMENTS.....		\$0.00
TOTAL CHARGES AND COLLECTIONS.....		\$405,777.29
LESS:		
CHARGES ON ACCOUNT.....		\$75,964.00
TOTAL DEPOSITED IN BANK.....		\$329,813.29
LESS:		
PRINTERS FEES/ABC 61.38.....		\$1,875.20
BIRTH DSHS.....		\$124.44
REFUNDS.....		\$1,641.00
OVER/(SHORT).....		\$86.00
SUBTOTAL.....		\$3,726.64
DUE TO TREASURER.....		\$326,086.65
DISTRIBUTION:		
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$205,072.66
INTEREST EARNED.....	1100-361-11-000-006-0-000	\$1.79
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216....	1237-341-10-180-000-0-000	\$44,600.00
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$1,500.00
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$48,393.00
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$9,324.00
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$11,220.00
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$3,265.20
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$125.00
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$2,585.00
DISTRIBUTION TOTAL:		\$0.00
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I		
REVISED 2004		\$326,086.65

PREPARED BY:

Mary Cuellar
 MARY CUELLAR DEPUTY CLERK 07/08/09
 DATE

APPROVAL:

Arturo Guajardo, Jr.
 COUNTY CLERK ARTURO GUAJARDO, JR. 07/08/09
 DATE

AI-16488
Pipeline Permit
CC CONSENT

5.A.

Date: 07/21/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. North Alamo Water Supply:
 - a. Joey Sub L9 (12N NS/W 491) - Bore- Ramiro Cavazos- 3/4" service connection
2. AT & T:
 - a. Proposed placement of buried fiber optic cable along Cesar Chavez Rd.

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:40 PM	APRV
2	Olga Garza	Olga Garza	07/15/2009 03:02 PM	APRV
3	Dale Kennan	Dale Kennan	07/16/2009 08:33 AM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Sandra Garcia
Started On: 07/14/2009 08:29 AM

Final Approval Date: 07/17/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Joey Sub L9 (12N NS/W 491)- Bore- Ramiro Cavazos- ¾" service connection

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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

- 2. Proposed placement of buried fiber optic cable along Cesar Chavez Rd.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-16477

6.A.

TAX OFFICE REFUNDS

CC CONSENT

Date: 07/21/2009
 Submitted By: Hilda Fuentes, TAX OFFICE
 Submitted For: Hilda Fuentes
 Department: TAX OFFICE
 Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
L6448.02.000.0052.00	GRP Loan LLC	LSI Title Agency Inc.	\$5850.99
V1535.99.000.0001.01	Furniture Depot Center	Furniture Depot Center	\$7395.58
W0100.00.049.0010.56	Anna Silvia Ramirez	Franklin Bank	\$2705.23
W6300.99.000.0001.23	Popeyes Chicken & Biscuits #5877 CVI Co	Church's Chicken	\$3499.51

BACKGROUND

Fiscal Impact

Attachments

- Link: [FRNT PG](#)
- Link: [accts page](#)
- Link: [Lsi](#)
- Link: [Furniture](#)
- Link: [franklin](#)
- Link: [cvi](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 09:45 AM	APRV
2	Perla Lopez	Perla Lopez	07/14/2009 03:51 PM	APRV
3	Auditor's Office	Monica Badillo	07/17/2009 05:19 PM	APRV

Form Started By: Hilda Fuentes
 Started On: 07/13/2009 10:15 AM
 Final Approval Date: 07/17/2009

Office of Tax Assessor-Collector
COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

July 7, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

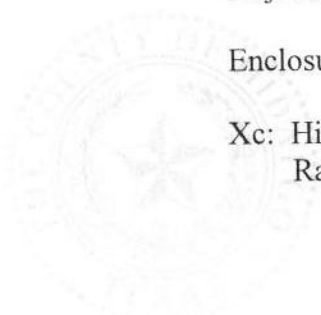
Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufrazio, CPA



Office of Tax Assessor-Collector

COUNTY of HIDALGO



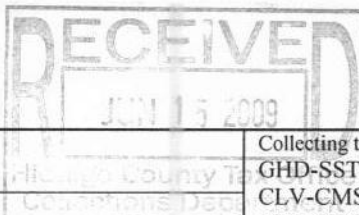
Armando Barrera Jr., R7A

Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.L6448.02.000.0052.00	GRP LOAN LLC	LSI TITLE AGENCY INC	\$ 5,850.99
2.V1535.99.000.0001.01	FURNITURE DEPOT CENTER	FURNITURE DEPOT CENTER	\$ 7,395.58
3.W0100.00.049.0010.56	ANNA SILVIA RAMIREZ	FRANKLIN BANK	\$ 2,705.23
4.W6300.99.000.0001.23	POPEYES CHICKEN & BISQUITS #5877 CVI CHURCH'S CHICKEN		\$ 3,499.51





APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	Phone (area code and number) (956) 318-2157
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name GRP LOAN LLC (PAID BY: LSI TITLE AGENCY INC)
	Present mailing address (number and street) 445 HAMILTON AVE 8TH FL
	City, town or post office, state, ZIP code WHITE PLAINS, NY 10601

Legal description (or attach copy of the tax bill or tax receipt): **LOST PINES PH 2 LOT 52**

Step 2: Describe the property	Address or location of property: 2511 Sequoia Dr; Mission, TX 78572
	Account number of property: L6448.02.000.0052.00
	Tax receipt number: OR 12521667

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	12/05 / 2008	\$ 5850.99 +	\$ 5850.99 +
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 5850.99 +

Taxpayer's reason for refund (attach supporting documentation): **OP Duplicate**
Please return funds to Karyn L. White at NB address on business card - Check should be to

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature Karyn L. White	Date of application for tax refund 3/31/09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

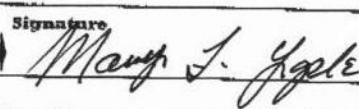
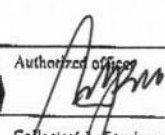
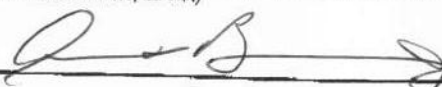
Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	Authorized officer sign here [Signature]	Date 7/6/09
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here [Signature]	Date 6/22/09

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: **JE 6-29-09**

APPLICATION FOR TAX REFUND

Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157		HIBALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 EDINBURG TX 78540-0178 City, town or post office, state, ZIP code	
To apply for a tax refund, the taxpayer must complete the following		Step 1: Owner's name FURNITURE DEPOT CENTER Present mailing address (number and street) 701 E BUSINESS 83 City, town or post office, state, ZIP code MCALLEN, TX 78501 Phone (area code and number)	
Step 2: Describe the property Address or location of property: P615579 Account number of property: V1535.99.000.0001.01 OR Tax receipt number:			
Step 3: Give the tax payment information Name of Taxing Unit from Which Refund is Requested Year for Which Refund is Requested Date of the Tax Payment Amount of Tax Refund Requested 1. ALL ENTITIES 2008 1/30 / 2009 \$ 7395.58 2. \$ \$ 3. \$ \$ 4. \$ \$ 5. TOTAL \$ 7395.58 Taxpayer's reason for refund (attach supporting documentation): OP Duplicate PARTIAL PAYMENT GIVEN BY: LAW OFFICE OF CYNTHIA GUTIERREZ HF			
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature: <i>Walter Alvarez</i> Date of application for tax refund: June 1, 2009 If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.			
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUTHORIZED OFFICER: <i>[Signature]</i> Date: 7/14/09 AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <i>JE 6-26-09</i> Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here: <i>[Signature]</i> Date: 6/22/09			

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC																																				
Present mailing address (number and street) P O BOX 178		Phone (area code and number) (956) 318-2157																																				
City, town or post office, state, ZIP code EDINBURG TX 78540-0178																																						
To apply for a tax refund, the taxpayer must complete the following																																						
Step 1: Owner's name and address	Owner's name ANNA SILVIA RAMIREZ PAID BY: FRANKLIN BANK †																																					
	Present mailing address (number and street) RR 77 BOX 2850																																					
	City, town or post office, state, ZIP code MISSION, TX 78573		Phone (area code and number)																																			
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): WEST ADDN TO SHARYLAND S385.6' E100' W374.30'																																					
	LOT 49-10 .89AC .78AC NET																																					
	Address or location of property: R318956 †																																					
	Account number of property: W0100.00.049.0010.56 †		Tax receipt number: OR 12805855																																			
	Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR. SEND MONEY BACK TO FRANKLIN BANK. MM																																					
Step 3: Give the tax payment information	<table border="1"> <thead> <tr> <th>Name Of Taxing Unit from Which Refund is Requested</th> <th>Year for Which Refund is Requested</th> <th>Date of the Tax Payment</th> <th>Amount of Taxes Paid</th> <th>Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. ALL ENTITIES</td> <td>2008</td> <td>12/30</td> <td>2461.47</td> <td>2461.47</td> </tr> <tr> <td>2.</td> <td>2007</td> <td>12/31</td> <td>2705.23</td> <td>2705.23 †</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td colspan="3"></td> <td>\$ TOTAL</td> <td>2705.23 †</td> </tr> </tbody> </table>			Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. ALL ENTITIES	2008	12/30	2461.47	2461.47	2.	2007	12/31	2705.23	2705.23 †	3.			\$	\$	4.			\$	\$	5.			\$	\$				\$ TOTAL	2705.23 †
	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																																	
1. ALL ENTITIES	2008	12/30	2461.47	2461.47																																		
2.	2007	12/31	2705.23	2705.23 †																																		
3.			\$	\$																																		
4.			\$	\$																																		
5.			\$	\$																																		
			\$ TOTAL	2705.23 †																																		
Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR. SEND MONEY BACK TO FRANKLIN BANK. MM																																						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."																																					
	sign here 	Date of application for tax refund 5-20-2009																																				
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.																																						
Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JE 6-29-09																																			
	sign here 	Date 7/6/09																																				
	sign here 	Date 6/3/09																																				

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name POPEYES CHICKEN & BISQUITS #5877 CVI CO PAYER: CHURCH'S CHICKEN
	Present mailing address (number and street) 1112 S MCCOLL RD STE 4
	City, town or post office, state, ZIP code EDINBURG, TX 78539

Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **INVENTORY FURNITURE FIXTURES & EQUIP**

Step 2: Describe the property	Address or location of property:
	P647953
	Account number of property:
	W6300.99.000.0001.23

OR

Tax receipt number:

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2007	8/22	2008	\$ 3499.51
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 3499.51

Taxpayer's reason for refund (attach supporting documentation): **SUPP#22**

PERSONAL PROPERTY NOT TAXABLE JAN 1ST

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 6.26.09</u>
	Authorized office sign here	Date <u>7/6/09</u>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date <u>6/22/09</u>

AI-16512

7.A.

**Membership Dues - TACA
CC CONSENT**

Date: 07/21/2009

Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Dept.:

Requesting authorization and approval to renew 2009 membership dues to the Texas Animal Control Association in the total amount of \$200.00 (\$50.00 each, for the following animal control officers: Jose Alvarez, Rogelio Reyes, Ronnie Ramirez and Todd Buster).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-441-00-340-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 7/15/09 \$2,185.00,

Amount available for requisition# 158834 as of 7-15-09 \$200.00 for Texas Animal Control Association.

Attachments

Link: [Membership](#)

Link: [16512 backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 08:29 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/15/2009 04:18 PM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Josie Escalante

Started On: 07/14/2009 05:18 PM

Final Approval Date: 07/17/2009

**TEXAS ANIMAL CONTROL ASSOCIATION
MEMBERSHIP APPLICATION**

ATTENTION: If you are a NEW TACA member, please include a copy of your most recent Euthanasia Certificate and the highest level that you have completed with DSHS. IF you are joining as a certified member we need this information for your data base records.

DATE July 9, 2009 TDH REGION 11 NEW RENEWAL
 NAME Jose A. Alvarez ADDRESS 1304 S 25th Ave
 CITY Edinburg COUNTY Hidalgo County ZIP 78539
 EMPLOYED WITH Hidalgo County Health TITLE animal control
 WK PHONE 956-383-0111 CELL PHONE 956-472-7483
 FAX 956-383-7351 E-mail Address _____

 TYPE OF MEMBERSHIP: (Please Circle)

CERTIFIED
\$50.00

Open to all animal control and humane personnel whose primary duties are directly related to animal control. Reduced conference tuition. Maintenance of CE hours. Certification statement every three years. Trade journals or periodicals selected by the association. (Voting Rights)

ASSOCIATE
\$25.00

Open to Public Health and Veterinary Health Personnel, Government Officials, Quasi-Public Organizations, Veterinarians and others interested in animal control. (No Voting Rights)

SUPPORTIVE
\$50.00

Open to veterinarian medical organizations, supply companies, pet food companies, municipalities and other organizations interested in animal control. (No Voting Rights)

CORPORATE
\$200

Open to business and corporations.
 (Will receive a Certificate and ad in the annual conference booklet.
 No Voting Rights)

RETURN APPLICATION AND FEES TO: (MAKE CHECKS PAYABLE TO TACA)

**TEXAS ANIMAL CONTROL ASSOCIATION
 P.O. BOX 150637
 LUFKIN, TX 75915-0637**

1-800-324-8503

IF paying by credit card the following information is required:
 You can fax the form to 936-875-3925 or mail to the above address, TACA **MUST** have a copy of this completed form with a signature. We do not take credit card payments by phone.

(Check one) Visa MasterCard Zip Code _____ Security #'s _____ Need Receipt

Name as appears on card (print) - _____

Card Number _____ Expires _____ (Mo) _____ (Yr)

Total Amount \$ _____ Signed _____

TEXAS ANIMAL CONTROL ASSOCIATION
MEMBERSHIP APPLICATION

ATTENTION: If you are a NEW TACA member, please include a copy of your most recent Euthanasia Certificate and the highest level that you have completed with DSHS. IF you are joining as a certified member we need this information for your data base records.

DATE 7-09-09 TDH REGION 11 NEW RENEWAL
NAME Rogelio Reyes ADDRESS 1304 S. 25th Ave.
CITY Edinburg COUNTY Hidalgo ZIP 78539
EMPLOYED WITH Hidalgo Co. Health Dept. TITLE Vector / animal control
WK PHONE (956) 383-6221 CELL PHONE (956) 342-4955
FAX (956) 383-3229 E-mail Address _____

TYPE OF MEMBERSHIP: (Please Circle)

CERTIFIED
\$50.00

Open to all animal control and humane personnel whose primary duties are directly related to animal control. Reduced conference tuition. Maintenance of CE hours. Certification statement every three years. Trade journals or periodicals selected by the association. (Voting Rights)

ASSOCIATE
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Name as appears on card (print) - _____

Card Number _____ Expires _____ (Mo) _____ (Yr)

Total Amount \$ _____ Signed _____

TEXAS ANIMAL CONTROL ASSOCIATION
MEMBERSHIP APPLICATION

ATTENTION: If you are a NEW TACA member, please include a copy of your most recent Euthanasia Certificate and the highest level that you have completed with DSHS. If you are joining as a certified member we need this information for your data base records.

DATE 9-10-09 TDH REGION 11 NEW RENEWAL
NAME Ronnie Ramirez ADDRESS P.O. Box 145
CITY LA Villa COUNTY Hidalgo ZIP 78562
EMPLOYED WITH Hidalgo Co. Health Dep. TITLE Animal Vector Control
WK PHONE 956-383-0111 CELL PHONE 956-860-2982
FAX 956-383-7351 E-mail Address Ronnie.Ramirez@HCHD.org

TYPE OF MEMBERSHIP: (Please Circle)

CERTIFIED
\$50.00

Open to all animal control and humane personnel whose primary duties are directly related to animal control. Reduced conference tuition. Maintenance of CE hours. Certification statement every three years. Trade journals or periodicals selected by the association. (Voting Rights)

ASSOCIATE
\$25.00

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No Voting Rights)

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TEXAS ANIMAL CONTROL ASSOCIATION
P.O. BOX 150637
LUFKIN, TX 75915-0637

1-800-324-8503

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You can fax the form to 936-875-3925 or mail to the above address, TACA MUST have a copy of this completed form with a signature. We do not take credit card payments by phone.

(Check one) Visa MasterCard Zip Code _____ Security #'s _____ Need Receipt

Name as appears on card (print) - _____

Card Number _____ Expires _____ (Mo) _____ (Yr)

Total Amount \$ _____ Signed _____

**TEXAS ANIMAL CONTROL ASSOCIATION
MEMBERSHIP APPLICATION**

ATTENTION: If you are a NEW TACA member, please include a copy of your most recent Euthanasia Certificate and the highest level that you have completed with DSHS. IF you are joining as a certified member we need this information for your data base records.

DATE 7/9/09 TDH REGION 11 NEW RENEWAL
 NAME TODD BUSTER ADDRESS 1304 S. 25th Ave.
 CITY Edinburg COUNTY Hidalgo ZIP 78539
 EMPLOYED WITH Hidalgo Co. Health Department TITLE Animal Control Officer
 WK PHONE 956-383-0111 CELL PHONE 956-457-5921
 FAX 956-383-7351 E-mail Address TODD.BUSTER@HCHD.ORG

TYPE OF MEMBERSHIP: (Please Circle)

CERTIFIED
\$50.00

Open to all animal control and humane personnel whose primary duties are directly related to animal control. Reduced conference tuition. Maintenance of CE hours. Certification statement every three years. Trade journals or periodicals selected by the association. (Voting Rights)

ASSOCIATE
\$25.00

Open to Public Health and Veterinary Health Personnel, Government Officials, Quasi-Public Organizations, Veterinarians and others interested in animal control. (No Voting Rights)

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TEXAS ANIMAL CONTROL ASSOCIATION
P.O. BOX 150637
LUFKIN, TX 75915-0637

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(Check one) Visa MasterCard Zip Code _____ Security #'s _____ Need Receipt

Name as appears on card (print) - _____

Card Number _____ Expires _____ (Mo) _____ (Yr)

Total Amount \$ _____ Signed _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

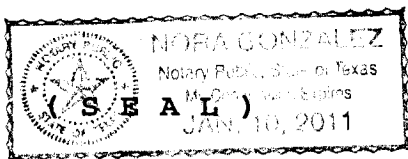
I, Ronnie Ramirez, do hereby state that my membership in the T.A.C.A on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: [Signature]

TITLE: Animal Control Officer

Before me Nora Gonzalez, a Notary Public, appeared Ronnie Ramirez, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

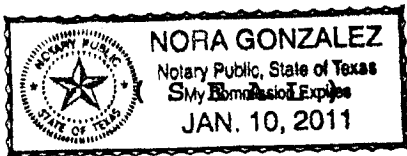
THE STATE OF TEXAS
COUNTY OF HIDALGO

I, TODD BUSTER, do hereby state that my membership in the T.A.G.A. on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Todd Buster
TITLE: Animal Control Officer

Before me Nora Gonzalez, a Notary Public, appeared Todd Buster, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Nora Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

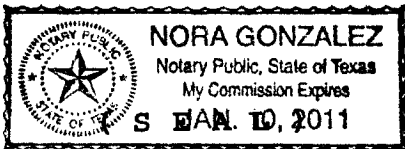
THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Rogelio Reyes, do hereby state that my membership in the TACA on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Rogelio Reyes
TITLE: Vector/animal control

Before me Nora Gonzalez, a Notary Public, appeared Rogelio Reyes, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Nora Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

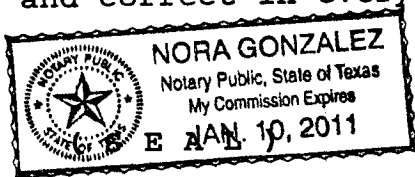
THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose A. Alvarez, do hereby state that my membership in the _____ on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Jose Alvarez
TITLE: Vector / animal Control

Before me Nora Gonzalez, a Notary Public, appeared Jose Alvarez, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Nora Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

Membership Dues

CC CONSENT

Date: 07/21/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Joel Espinoza
Department: BUDGET & MANAGEMENT
Agenda Category: Membership Dues

Information

CAPTION

93rd District Court:
 Requesting approval to reimburse Judge Rodolfo Delgado the amount of \$30.00 for payment of 2010 membership dues to the Judicial Section State Bar of Texas for dues paid from personal funds, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-002-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 Funds available as of 07/14/09. Refer to req #157976.

Attachments

Link: [Affidavit](#)
 Link: [Invoice](#)
 Link: [Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 02:27 PM	APRV
2	Sylvia Solis	Sylvia Solis	07/16/2009 02:24 PM	APRV
3	Auditor's Office		07/17/2009 05:19 PM	NEW


Form Started By: Sylvia Solis Started On: 07/14/2009 09:19 AM
 Final Approval Date: 07/17/2009

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, RODOLFO DELGADO, do hereby state that my membership in the JUDICIAL SECTION - STATE BAR OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

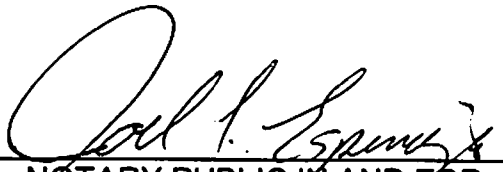
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: 
TITLE: 93rd District Court Judge

DATE: 6-30-09

Before me JUEL ESPINOZA, a Notary Public, appeared RODOLFO DELGADO, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

JUDICIAL SECTION
State Bar of Texas

INVOICE

Statement for FY 2010 Membership Dues (June 1, 2009–May 31, 2010)

Active, Senior, Retired, or Former Judge. \$30.00

Please make check for the amount due payable to **Judicial Section, State Bar of Texas** and remit to:

** Enclosed with my dues payment is a
donation of \$ _____ to the Judicial
Section for FY 2010.*

Honorable Thomas H. Bacus
County Court at Law #2
900 Seventh Street, #353
Wichita Falls, TX 76301

COUNTY TREASURER: MAKE SURE JUDGE'S NAME APPEARS ON CHECK.

Rg. 157976



JUDICIAL SECTION

STATE BAR OF TEXAS

1210 San Antonio, Suite 800 □ Austin, TX 78701
Phone: 512-482-8986 □ In Texas: 800-252-9232 □ Fax: 512-469-7664

May 17, 2009

Dear Fellow Judges,

It's time! Time to pay your annual Judicial Section dues for fiscal year 2010, which covers June 1, 2009 through May 31, 2010. The amount due is only \$30.

I'm sure you are aware that the Judicial Section is our voice in the Texas Legislature. As such, our legislative committees have been hard at work. As of this writing and in the face of overwhelming odds, our 3 percent pay raise is not dead! The dues you contribute are key to supporting that effort.

Additionally, along with our presiding judges, the Judicial Section sponsors much of our annual conference. If you want to vote at the annual meeting during that conference, you must be a member of the Judicial Section.

Enclosed is your dues invoice. Take a moment now to write out your check payable to the "Judicial Section, State Bar of Texas" and mail it in the envelope provided to Hon. Thomas Bacus, our Secretary Treasurer.

I look forward to seeing you at the Judicial Section Annual Conference on August 30, 2009, at the Gaylord Texan Resort and Convention Center in Grapevine, Texas.

Sincerely,

Suzanne Stovall
Chair, Judicial Section

SUZANNE STOVALL
Chair
221st District Court
300 North Main
Copperas, TX 77101

DAVID D. GARCIA
Chair-Elect
County Criminal Court #3
1450 E. McKinney, Ste 4416
Dallas, TX 75209

THOMAS H. BACUS
Secretary-Treasurer
County Court at Law #2
900 7th Street, Room 353
Wichita Falls, TX 76701

BRIAN QUINN
Immediate Past Chair
7th Court of Appeals
P.O. Box 9540
Amarillo, TX 79106

BOARD OF DIRECTORS
George Hanks (2009)
Mackey K. Hancock (2011)
Rick Morris (2011)
Elma Salinas Ender (2011)

Marlea Lewis (2010)
Penny Roberts (2009)
Alex R. Hernandez (2010)
Hal Gaither (2009)

**Blue Cross Blue Shield Health Insurance Claims
CC CONSENT**

Date: 07/21/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$609,972.12 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for periods:

06/20-26/2009	\$ 323,164.58
06/27-30/2009	\$ 160,980.74
07/01-03/2009	\$ 125,826.80
TOTAL:	\$ 609,972.12

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [06/20-26/2009](#)

Link: [06/27-30/2009](#)

Link: [07/01-03/2009](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 08:33 AM	APRV
2	Olga Garza	Olga Garza	07/17/2009 10:14 AM	APRV
3	Dale Kennan	Dale Kennan	07/17/2009 10:50 AM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Flora Vazquez
Started On: 07/16/2009 03:41 PM

Final Approval Date: 07/17/2009



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period **06-20-2009 THRU 06-26-2009**

SECTION		
0001-0011	HIDALGO COUNTY	\$160,986.96
0002-0012	HEADSTART	\$ 113,028.48
0003-0013	APPRAISAL DISTRICT	\$ 4,155.60
0004-0014	COMMUNITY SERVICE	\$ 1,350.69
0005-0015	DRAINAGE DISTRICT	\$ 5,477.91
9001-9002	COBRA	\$ 2,916.86
0006-0016	RETIREE	\$ 35,248.08
	TOTALS	\$ 323,164.58



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period **06-27-2009 THRU 06-30-2009**

SECTION		
0001-0011	HIDALGO COUNTY	\$148,023.38
0002-0012	HEADSTART	\$ 7,407.73
0003-0013	APPRAISAL DISTRICT	\$ 2,059.43
0004-0014	COMMUNITY SERVICE	\$ 425.57
0005-0015	DRAINAGE DISTRICT	\$ 758.45
9001-9002	COBRA	\$ 75.57
0006-0016	RETIREE	\$ 2,230.61
	TOTALS	\$ 160,980.74

1	1	21185	6 HIDALGO Blue Shield Basic Cove	8.43E+08	00002009180504265
1	1	21185	6 HIDALGO Drug Basic Cove	8.37E+08	91776136422000
1	1	21185	6 HIDALGO Drug Basic Cove	8.43E+08	91743629894000
1	1	21185	6 HIDALGO Drug Basic Cove	8.43E+08	91743630580000
1	1	21185	6 HIDALGO Drug Basic Cove	8.43E+08	91743784547000
1	1	21185	6 HIDALGO Drug Basic Cove	8.43E+08	91754165618000
1	1	21185	6 HIDALGO Drug Basic Cove	8.43E+08	91763900421000
1	1	21185	6 HIDALGO Drug Basic Cove	8.43E+08	91764148766000

BASIC PLAN:

1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009174505753
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009174505753
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009174505753
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009174505753
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009174505753
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009174505753
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.43E+08	00002009180505034
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009177505549
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.38E+08	00002009181505889
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.4E+08	00002009182504251
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.41E+08	00002009181505964
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.44E+08	00002009180505260
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.44E+08	00002009180505260
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.37E+08	00002009176505073
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.42E+08	00002009180504278
1	1	21185	16 HIDALGO Blue Shield Basic Cove	8.38E+08	00002009182504289
1	1	21185	16 HIDALGO Drug Basic Cove	8.41E+08	91715835022000
1	1	21185	16 HIDALGO Drug Basic Cove	8.43E+08	91744849539000
1	1	21185	16 HIDALGO Drug Basic Cove	8.43E+08	91744874893000
1	1	21185	16 HIDALGO Drug Basic Cove	8.43E+08	91775346471000
1	1	21185	16 HIDALGO Drug Basic Cove	8.43E+08	91775346502000
1	1	21185	16 HIDALGO Drug Basic Cove	8.43E+08	91775346508000
1	1	21185	16 HIDALGO Drug Basic Cove	8.41E+08	91723951441000
1	1	21185	16 HIDALGO Drug Basic Cove	8.41E+08	91774332344000
1	1	21185	16 HIDALGO Drug Basic Cove	8.35E+08	91735796980000
1	1	21185	16 HIDALGO Drug Basic Cove	8.38E+08	91734316621000
1	1	21185	16 HIDALGO Drug Basic Cove	8.41E+08	91733960265000
1	1	21185	16 HIDALGO Drug Basic Cove	8.41E+08	91735846898000
1	1	21185	16 HIDALGO Drug Basic Cove	8.37E+08	91763870527000
1	1	21185	16 HIDALGO Drug Basic Cove	8.37E+08	91763878015000
1	1	21185	16 HIDALGO Drug Basic Cove	8.38E+08	91651442428000
1	1	21185	16 HIDALGO Drug Basic Cove	8.38E+08	91735168533000
1	1	21185	16 HIDALGO Drug Basic Cove	8.38E+08	91735172909000
1	1	21185	16 HIDALGO Drug Basic Cove	8.38E+08	91745935466000
1	1	21185	16 HIDALGO Drug Basic Cove	8.38E+08	91756299394000

BUY-UP PLAN:

Single	6/11/2009	\$19.07	\$19.07	0.00%	\$0.00
Single	6/26/2009	\$541.71	\$541.71	0.00%	\$0.00
Single	6/23/2009	\$86.32	\$86.32	0.00%	\$0.00
Single	6/23/2009	\$1.99	\$1.99	0.00%	\$0.00
Single	6/23/2009	\$13.86	\$13.86	0.00%	\$0.00
Single	6/24/2009	\$19.31	\$19.31	0.00%	\$0.00
Single	6/25/2009	\$828.45	\$828.45	0.00%	\$0.00
Single	6/25/2009	\$915.96	\$915.96	0.00%	\$0.00

		\$2,426.67	\$2,426.67	0.00%	\$0.00
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Family Mer	6/4/2009	\$392.11	\$392.11	0.00%	\$0.00
Family Mer	6/4/2009	\$40.21	\$40.21	0.00%	\$0.00
Family Mer	6/4/2009	\$40.21	\$40.21	0.00%	\$0.00
Family Mer	6/4/2009	\$128.89	\$128.89	0.00%	\$0.00
Family Mer	6/4/2009	\$30.24	\$30.24	0.00%	\$0.00
Family Mer	6/4/2009	\$212.87	\$212.87	0.00%	\$0.00
Family Mer	6/23/2009	\$41.29	\$41.29	0.00%	\$0.00
Single	6/9/2009	\$329.04	\$329.04	0.00%	\$0.00
Family Sut	6/24/2009	\$89.78	\$89.78	0.00%	\$0.00
Family Mer	6/10/2009	\$17.54	\$17.54	0.00%	\$0.00
Single	6/26/2009	\$41.29	\$41.29	0.00%	\$0.00
Single	6/23/2009	\$72.13	\$72.13	0.00%	\$0.00
Single	6/23/2009	\$3.00	\$3.00	0.00%	\$0.00
Single	6/23/2009	\$40.00	\$40.00	0.00%	\$0.00
Family Mer	6/25/2009	\$41.29	\$41.29	0.00%	\$0.00
Family Sut	6/15/2009	\$11.62	\$11.62	0.00%	\$0.00
Family Mer	6/20/2009	\$16.05	\$16.05	0.00%	\$0.00
Family Mer	6/23/2009	\$41.49	\$41.49	0.00%	\$0.00
Family Mer	6/23/2009	\$126.46	\$126.46	0.00%	\$0.00
Family Mer	6/26/2009	\$4.29	\$4.29	0.00%	\$0.00
Family Mer	6/26/2009	\$155.33	\$155.33	0.00%	\$0.00
Family Mer	6/26/2009	\$182.24	\$182.24	0.00%	\$0.00
Single	6/21/2009	\$1.45	\$1.45	0.00%	\$0.00
Single	6/26/2009	\$201.70	\$201.70	0.00%	\$0.00
Family Mer	6/22/2009	\$11.90	\$11.90	0.00%	\$0.00
Family Mer	6/22/2009	\$50.54	\$50.54	0.00%	\$0.00
Single	6/22/2009	\$175.53	\$175.53	0.00%	\$0.00
Single	6/22/2009	\$161.50	\$161.50	0.00%	\$0.00
Family Mer	6/25/2009	\$50.54	\$50.54	0.00%	\$0.00
Family Mer	6/25/2009	\$200.49	\$200.49	0.00%	\$0.00
Single	6/14/2009	(\$240.88)	(\$240.88)	0.00%	\$0.00
Single	6/22/2009	\$10.72	\$10.72	0.00%	\$0.00
Single	6/22/2009	\$1.28	\$1.28	0.00%	\$0.00
Single	6/23/2009	\$2.25	\$2.25	0.00%	\$0.00
Single	6/24/2009	\$240.88	\$240.88	0.00%	\$0.00

		\$2,925.27	\$2,925.27	0.00%	\$0.00
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TOTAL: \$5,351.94

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF: June 20 thru July 03, 2009

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 609,972.12.

- 1). Hidalgo County
- 2). Hidalgo County Headstart Program
- 3). Hidalgo County Community Service Agency
- 4). Hidalgo County Urban County Program
- 5). Hidalgo County Drainage District #1
- 6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 06/20/09 to 07/03/09 is \$ 609,972.12.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of July 21, 2009.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Milora Vazquez
Employee Benefits Manager

07-16-09
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-16579

9.A.

THE BUREAU OF NATIONAL AFFAIRS

CC CONSENT

Date: 07/21/2009
 Submitted By: Tanya Delira, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to enter into a 12-month contract with "The Bureau of National Affairs", Inc. at \$3,529.00/year, through requisition #158909 for HR State & Local Government Suites - HR Library with Attorney Resources, Compensation & Bene Library and Payroll Library, for the Hidalgo County Treasurers Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-16-150-001-0-342
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for Requisition # 158909 \$3,529.00 as of 7/17/09 for The Bureau of National Affairs, Inc.

Attachments

Link: [Contract for The Bureau of National Affairs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2009 02:25 PM	APRV
2	Budget & Management	Erika Zamora	07/17/2009 02:56 PM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 03:09 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/17/2009 04:21 PM	APRV
5	Auditor's Office		07/17/2009 05:19 PM	NEW
Form Started By: Tanya Delira			Started On: 07/17/2009 01:58 PM	
Final Approval Date: 07/17/2009				



BNA
1801 S.Bell St., Arlington, VA 22202
Customer Relations 1-800-372-1033

**FIRM
ORDER FORM**

CONTRACT FOR FIRM WEB REFERENCE ORDER

Invoice Address

Attention: NORMA G GARCIA
Title: COUNTY TREASURER
Organization: HIDALGO COUNTY
Dept/Division: TREASURER
Street: 2810 S BUSINESS HWY 281
City/State/Zip: EDINBURG, TX 78539
Phone: 956-318-2508 **FAX:**

Mailing Address

Attention: NORMA G GARCIA
Title: COUNTY TREASURER
Organization: HIDALGO COUNTY
Dept/Division: TREASURER
Street: 2810 S BUSINESS HWY 281
City/State/Zip: EDINBURG, TX 78539
Phone: 956-318-2508 **FAX:**

Product Information

Users/Qty	Product	Product Description	Sub Term
3000	LHRW02	HR State & Local Government Suites - HR Library with Attorney Resources, Compensation & Bene Library and Payroll Library	1 Yr \$3,529

Additional Notes :

1. Please send your tax exempt certificate to confirm tax exempt status with BNA.
2. Email the purchase order to bgraham@bna.com or fax to 512-259-7819.
3. Payment will be mailed to: BNA, Inc., Post Office Box 64284, Baltimore, MD 21264-4284.
4. The start date will be within the month of July 2009.

Customer agrees to pay all applicable invoices for the price and subscription term specified. Customer also understands that BNA and Tax Management subscriptions are governed by the BNA Customer Agreement (<http://www.bna.com/corp/license.htm>) which is incorporated herein. Customer is responsible for compliance by end users. BNA shall be under no obligation to fulfill any subscription until the applicable invoice has been paid in full. All orders are subject to acceptance by BNA's Arlington, Virginia offices. All invoices will include applicable sales tax unless customer is tax-exempt.

PRINT NAME HERE	SIGNATURE		TITLE
NORMA G GARCIA	<hr/>		COUNTY TREASURER
BNA REPRESENTATIVE	DIST. NO.	DATE	SIC CODE
Bill Graham	KLG	06/26/2009	9300

All payments are due to BNA within thirty (30) days after the invoice date.

AI-16545

9.B.

**Approval of Payment Application No. 5 with GAS Enterprises for Pct. 3
CC CONSENT**

Date: 07/21/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Approval of request for payment Application No. 5 in the amount of \$42,691.75 from G.A.S. Enterprises, Inc. contracted vendor for, "Construction of Meeting Hall/Pavilion for Precinct No. 3" and as certified for payment by project architect, Alcocer Garcia Associates Design Consulting.C-08-406-01-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in P.O. #617510 as of 7/16/09 is \$794,313.50.

Attachments

Link: [payment no. 5](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:25 PM	APRV
2	Budget & Management		07/17/2009 05:19 PM	PEND
3	Perla Lopez	Perla Lopez	07/16/2009 03:33 PM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/15/2009 03:54 PM

Final Approval Date: 07/17/2009

TO OWNER: County of Hidalgo
2812 S. Business 83
Edinburg, Tx 78539

PROJECT: Hidalgo County
Precinct No. 3
Meeting Hall/Pavilion

APPLICATION NO: Five (5)

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, Tx 78543

VIA ARCHITECT: AGADC
1333 E. Jasmine
McAllen, Tx 78501

PERIOD TO: 7/1/09

PROJECT NOS:

CONTRACT FOR: General Construction

CONTRACT DATE: 1/28/09

*148188
61750*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,154,824.00
2. Net change by Change Orders	\$ -0-
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,154,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 405,449.18
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 18,988.61
b. 5 % of Stored Material (Column F on G703)	\$ 1,283.85
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 20,272.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 385,176.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 342,484.97
8. CURRENT PAYMENT DUE	\$ 42,691.75
9. FUNDANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 769,647.28

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G.A.S. Enterprises, Inc.

By: *[Signature]* Date: 7/1/09
Gene Salinas

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 1st day of July, 2009
Notary Public: *[Signature]*
My Commission expires: 11/17/09



ARCHITECT'S CERTIFICATE FOR PAYMENT

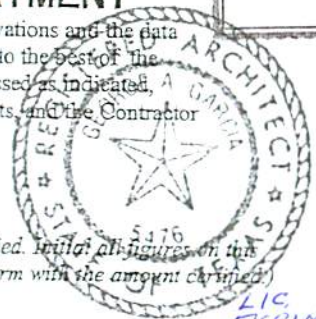
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 42,691.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 7-2-09
George A. Garcia

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



LIC EXPIRATION DATE 8-31-09

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	-0-	

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

INVOICE RECEIVED BY
[Signature] ON 7/9/09
GOODS/SERVICES RECEIVED BY
[Signature] ON 7/2/09
9-1302-451-22-123-008-0-720

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification attached.

APPLICATION NO: Five (5)

APPLICATION DATE: 7/1/09

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 7/1/09

Use Column I on Contracts where variable retainage for line items apply.

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Bonding/Insurance	\$30,048	\$30,048	\$0	\$0	\$30,048	100%	\$0	\$1,502.40
2	General Conditions	\$15,815	\$6,049.30	\$1,716.15	\$0	\$7,765.45	49%	\$8,049.55	\$388.27
3	Site Prep/Grading	\$19,536	\$18,030	\$0	\$0	\$18,030	92%	\$1,506	\$901.50
4	Site Utilities	\$47,762	\$44,896	\$0	\$0	\$44,896	94%	\$2,866	\$2,244.80
5	Paving/Striping/Signage	\$58,183	\$28,664	\$0	\$0	\$28,664	49%	\$29,519	\$1,433.20
6	Concrete Work	\$155,375	\$136,774	\$0	\$0	\$136,774	88%	\$18,601	\$6,838.70
7	Termite Treatment	\$1,125	\$1,125	\$0	\$0	\$1,125	100%	\$0	\$56.25
8	CMU Work	\$59,200	\$0	\$0	\$0	\$0	0%	\$59,200	\$0.00
9	Steel/Metal Work	\$98,803	\$55,737	\$26,594.13	\$0	\$82,331.13	83%	\$16,471.87	\$4,116.56
10	Roofing	\$40,286	\$0	\$0	\$0	\$0	0%	\$40,286	\$0.00
11	Carpentry/Gyp Board	\$42,245	\$0	\$0	\$0	\$0	0%	\$42,245	\$0.00
12	SAC	\$20,612	\$0	\$0	\$0	\$0	0%	\$20,612	\$0.00
13	Painting	\$48,369	\$0	\$0	\$0	\$0	0%	\$48,369	\$0.00
14	Electrical	\$200,229	\$6,207	\$0	\$0	\$6,207	3%	\$194,022	\$310.35
15	HVAC	\$78,575	\$0	\$0	\$14,149	\$14,149	18%	\$64,426	\$707.45
16	Plumbing	\$60,981	\$19,514	\$0	\$0	\$19,514	32%	\$41,467	\$975.70
17	Flooring	\$47,143	\$0	\$0	\$0	\$0	0%	\$47,143	\$0.00
18	Millwork	\$17,196	\$0	\$0	\$0	\$0	0%	\$17,196	\$0.00
19	Doors/Frames/HW	\$34,653	\$0	\$0	\$0	\$0	0%	\$34,653	\$0.00
20	Storefront/Glazing	\$3,659	\$0	\$0	\$0	\$0	0%	\$3,659	\$0.00
21	Toilet Partitions/Acc	\$7,288	\$0	\$0	\$0	\$0	0%	\$7,288	\$0.00
22	Exterior/Interior Signage	\$6,280	\$0	\$0	\$0	\$0	0%	\$6,280	\$0.00
23	Furniture/Fixtures	\$7,015	\$0	\$0	\$2,671	\$2,671	38%	\$4,344	\$133.55
24	Overhead/Counter Doors	\$16,446	\$0	\$0	\$8,857	\$8,857	54%	\$7,589	\$442.85
25	Allowances	\$38,000	\$1,938.20	\$2,479.40	\$0	\$4,417.60	12%	\$33,582.40	\$220.88
GRAND TOTALS		\$1,154,824	\$348,982.50	\$30,789.68	\$25,677	\$405,449.18	35%	\$749,374.82	\$20,272.46

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G703-1892

Request for Fuel Cards

CC CONSENT

Date: 07/21/2009
 Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration and approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

- a. Constable Pct. 3
- b. SATF (Substance Abuse Treatment Facility)/ Adult Probation Dept.

2. If applicable, requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

N/A

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-421-00-293-001-0-626
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Constable Pct 3- \$49,661.38 available funding as of 07/17/09.	

FISCAL YEAR: 2009	ACCT. #: 9-1297-423-00-320-020-9-626
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
SATF- \$30.26 available funding as of 07/17/09	

Attachments

Link: [const pct 3 07.21.09](#)

Link: [SATF 07.21.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 12:58 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:28 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/17/2009 08:33 AM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Ovidio Gonzalez
Started On: 07/15/2009 03:21 PM
Final Approval Date: 07/17/2009

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Hidalgo County Constable P.T.3		
Billing Address:	730 W Breyfogle		
Fuel Card Manager:	Raquel V. Ramos <small>This person can not have use of the fuel card</small>		
Phone Number:	956-205-7031	County Email:	raquel.ramos@co.hidalgo.tx.us
Web user Name:	rcanazos	Password:	
Hidalgo Co Acct Number:	9-1100-421-00-093-001-0-626		
Requested By:	<u>Heraldo Sanchez</u> Heraldo Sanchez (Chief Deputy) Sign & Print Elected/Official Supervisor/Director		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____
 Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Miguel Angel Zamora	05-08-59			

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card Add Driver Pin Delete/ Cancel Card Delete/Cancel Driver

Department: HIDALGO COUNTY SATF
 Billing Address: P.O. BOX 11091 EDINBURG TX 76504
 Fuel Card Manager: NEISSA CURTIS
 Phone Number: 318-2920 This person can not have use of the fuel card
 Web user Name: _____ County Email: AD008@hidalgo.org
 Hidalgo Co Acct Number: 9-1297-423-00-320-020-9-626 Password: _____
 Requested By: [Signature] Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
 Reviewed by Fuel Card Administrator: _____
 Cards Received by Dept on: _____ Date Returned/Cancelled: _____
 Fuel Cards Received by Department: _____
 Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
<u>E. Aul A. Caser</u>				

AI-16532

9.D.

**Requesting Approval of WA#2 with Javier Hinojosa for Pct. 3
CC CONSENT**

Date: 07/21/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of Work Authorization No. 2 (with an estimated cost of \$5,000.00) with Javier Hinojosa Engineering to provide engineering services for the "Establishment of road right of way for existing roadway (Giles Road) located east of Lots 20, 21, & 30 Homeville Association Subdivision "A"." Contract No. C-09-176-04-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance as of 7/16/08 is \$126,868.04.

Attachments

Link: [WA#2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2009 03:34 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2009 04:02 PM	APRV
3	Perla Lopez	Perla Lopez	07/16/2009 10:27 AM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/15/2009 02:23 PM
Final Approval Date: 07/17/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-176-04-28
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services** required to establish the existing road right of way as follows:

1. Establish road right of way for existing roadway (Giles Road) located east of Lots 20, 21 & 30 Homeville Association Subdivision "A".

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$5,000.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. 9-1203-431-00-123-005-0-731

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. #2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

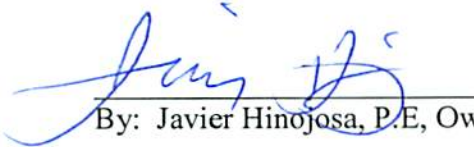
BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY


By: Javier Hinojosa, P.E, Owner

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Hidalgo County Precinct No. 3 Paving Improvements
Homeville Association Subdivision "A"
Prepared By: Javier Hinojosa Engineering
June 30, 2009

A. Homeville Associations Subdivision "A"

1. Establish road right of way for existing roadway (Giles Road) located east of Lots 20, 21 & 30 Homeville Association Subdivision "A".

Total Engineering Fee : \$5,000.00

Notes:

*Need to establish Row - Mr. Jooney is claim, we are on his property want to force
will prob need to make road 30 to 40 ft east and 120ft W. will construct w/ click.*

AI-16538

9.E.

**Authority to cancel and re-advertise - Legend & Non-Legend
Pharmaceuticals & Infirmery Medical Supplies
CC CONSENT**

Date: 07/21/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Sheriff's Office:
Requesting authority to cancel and re-advertise a Request for Bids for "Legend & Non-Legend Pharmaceuticals & Infirmery Medical Supplies for Hidalgo County Sheriff's Office" Bid No: 2009-161-00-00-MEG as requested by Sheriff's Office due to modifications on the specification.

BACKGROUND

Current Contract expires September 15, 2009
Draft Contract was previously reviewed by Legal on May 5, 2009
Proposed advertisement Schedule
1st advertisement: July 25, 2009
2nd advertisement: August 1, 2009
Bid Opening Date: August 19, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-21-280-002-0-604
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 7-17-09 \$126,004.23

Attachments

Link: [draft backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		07/17/2009 05:19 PM	PEND
2	Budget & Management	Erika Zamora	07/16/2009 02:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/17/2009 09:33 AM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Elena Gomez

Started On: 07/15/2009 03:06 PM

Final Approval Date: 07/17/2009



MEMORANDUM

To: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: April 27, 2009

Re: Bid No. 2009-161-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office "LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES"

May 10 11:23 PM

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-423-21-280-002-0-604

[Signature] A, 'sonny' MARTINEZ 5-14-09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Thursday, May 7, 2009 at 5:00p.m.

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”

**BID OPENING DATE:
AUGUST 19, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-161-08-19-MEG HIDALGO COUNTY- “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., WEDNESDAY, AUGUST 19, 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 REQUEST FOR BID-2009-161-08-19-MEG HIDALGO COUNTY- “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject 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- "LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES"**

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 Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>AUGUST 19</u>, 2009
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIO 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 judgement 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

**"LEGEND & NON-LEGEND PHARMACEUTICALS
& INFIRMARY MEDICAL SUPPLIES"**

"BID-2009-161-08-19-MEG"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

Martha L. Salazar

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS
and INFIRMARY MEDICAL SUPPLIES"
BID NO: 2009-161-08-19-MEG

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Legend & non-Legend Pharmaceuticals and Infirmary Medicals Supplies services on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542.

Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. ***Legend items (prescribed)*** will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. ***Non-legend items (non-prescribed)*** and infirmary medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location within Hidalgo County.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

ITEM 1: Legend items (prescribed)

- A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).
1. **"Brand Name"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP
2. **"Generic Brand"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP
- B. Regular business hours are from _____ a.m. to _____ p.m.

Note: *all legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.*

- C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
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Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards.
Universal Card Size is 5¼" wide x 8½" high.

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: Non-legend items (non-prescribed)

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

- A. Blanket discount for non-prescription drugs and related infirmary medical supplies.
_____ %
- B. Regular business hours are from _____ a.m. to _____ p.m.

Note: *all non-legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.*

REQUIREMENTS:

Bidder(s) must possess a Class "A" License as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations.

Bidder will provide stock bottles (upon request) when ordered.

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame. All legend(prescribed) items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS
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BID NO: 2009-161-08-19-MEG

machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions
 2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract 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 it's best interest to do so. One or more bidder(s) may be designated as approved bidder(s) for purchases of LEGEND (prescribed), NON-LEGEND (non-prescribed) and Infirmary Medical Supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).
 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 reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical and Infirmary Medical Supplies" from State Awarded contracts 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". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.
 11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
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EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS
and INFIRMARY MEDICAL SUPPLIES"
BID NO: 2009-161-08-19-MEG

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

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"LEGEND and NON-LEGEND PHARMACEUTICALS
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ITEM 1: Legend items (prescribed)

- A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).
1. **"Brand Name"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP
2. **"Generic Brand"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP
- B. Regular business hours are from _____ a.m. to _____ p.m.

ITEM 2: Non-legend items (non-prescribed)

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

- A. Blanket discount for non-prescription drugs and related infirmary medical supplies.
_____ %
- B. Regular business hours are from _____ a.m. to _____ p.m.

The following list of non-prescribed items and infirmary medical supplies are estimated quantity amounts to be used per year. However, the contract awarded is a requirements contract for all non-legend drugs and infirmary medical supplies and will not be restricted to mentioned quantities or products only. This list is no and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

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DESCRIPTION			
OTC/ RX	PRODUCT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
	PHYSICIAN'S DESK REFERENCE	LATEST EDITION (YEARLY)	
<i>OTC</i>	DIPHENHRAMIN 25mg	5 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	LATEX STRIPS	25 BOXES	BRAND- ----- GENERIC-
<i>OTC</i>	NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND- ----- GENERIC-
<i>OTC</i>	KERLIX	50 ROLLS	BRAND- ----- GENERIC-
<i>OTC</i>	ETOH PREP	10 BOXES	BRAND- ----- GENERIC-
<i>OTC</i>	TOLNFTATE CREAM 1% 15 g	70 TUBES	BRAND- ----- GENERIC-
<i>OTC</i>	MILK OF MAGNESIA	1GAL/BTL=15 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	MAGNNESIUM HYD	15 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	IBUPROFEN 400 mg	15 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	POLYSPORIN OINTMENT	5 OZ/TUBES = 20 TUBE	BRAND- ----- GENERIC-
<i>OTC</i>	THROAT LOZENGES GREEN	1M/BTL = 288 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	KAOPECTOLIN	1 PT/BTL = 10 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	BEN - GAY		BRAND-
<i>OTC</i>	MUSCLE RUB	5 OZ. / TUBES = 60 TUBES	GENERIC-
			BRAND-
<i>RX</i>	FUROSEMIDE 20 mg	150 DOSES	GENERIC-

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<i>RX</i>			BRAND-
	LITHIUM 300 mg	600 DOSES	GENERIC-
<i>RX</i>	SERTALINE 50 mg	350 DOSES	BRAND- GENERIC-
<i>RX</i>	ERYTHROMYCIN 500 mg	500 DOSES	BRAND- GENERIC-
<i>RX</i>	TRAZODONE 50 mg	500 DOSES	BRAND- GENERIC-
<i>RX</i>	AMOXICILLN 500 mg	2500 DOSES	BRAND- GENERIC-
<i>RX</i>	GUAFENESIN 600 MG	7,000 DOSES	BRAND- GENERIC-
<i>RX</i>	VALPROIC ACID 250 mg	700 DOSES	BRAND- GENERIC-
<i>RX</i>	PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND- GENERIC-
<i>RX</i>	MULTISTIX 10 SG. DIB AND READ TESTS	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
<i>RX</i>	TETANUS TOXOID	10CC BTLS=10 BTLS	BRAND- GENERIC-
<i>RX</i>	BENZTROPINE	2MG TABS= 2000 TABS	BRAND- GENERIC-
<i>RX</i>	ALBUTEROL INHALER	90MCG=20 INHALERS	BRAND- GENERIC-
<i>RX</i>	DEPAKOTE	250 MG TABS=1500 TABS	BRAND- GENERIC-
<i>RX</i>	ARISTOCOT / KENOLOG TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES	BRAND- GENERIC-
<i>RX</i>	SILVADENE CRÈME		BRAND NAME:
	SILVERSULFADIARONE	1 LB. / JAR = 10 JARS	GENERIC:
<i>OTC</i>	CENTRUM		BRAND NAME:
	CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES	GENERIC:

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OTC/RX	BRAND/GENERIC	ESTIMATED MONTHLY QUANTITIES	
<i>OTC</i>	VISINE	5 OZ./BTL = 5 BOTTLES	BRAND NAME:
	TETRAHYDROZOLINE		GENERIC:
<i>OTC</i>	BETADINE OINTMENT	GAL / BOTTLES = 10BOTTLES	BRAND NAME:
	PROVIDONE SCRUB		GENERIC:
<i>OTC</i>	HYDROSCORTISONE cream 1 %	CREAM 1% = 50 TUBES	BRAND NAME:
	HYDROSCORTISONE cream 1%		GENERIC:
<i>RX</i>	CORTISPORIN OPHTHALMIC ointment	c OZ. / TUBES = 25 TUBES	BRAND NAME:
	OCCUSPORIN HC OPHTHALMIC ointment		GENERIC:
<i>OTC</i>	TINACTIN CREAM 1 %	1 OZ./TUBE = 70 TUBES	BRAND NAME:
	TOLNAFTATE CREAM 1%		GENERIC:
<i>OTC</i>	TYLENOL EXTRA STRENGTH CAPLET 500 MGS	1M CAP / BTL = 15 BOTTLES	BRAND NAME:
	ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH		GENERIC:
<i>OTC</i>	ALCOHOL ISOPROPYL 70%	1 GAL/BTL = 15 BOTTLES	BRAND NAME:
	SAME		GENERIC:
<i>OTC</i>	HYDROGEN PEROXIDE	1 GAL/BTL = 15 BOTTLES	BRAND NAME:
	SAME H2O2		GENERIC:
<i>OTC</i>	MAALOX PLUS SUSPENSION	1 GAL/BTL = 10 BOTTLES	BRAND NAME:
	ALAMAG PLUS		GENERIC:
<i>OTC</i>	OCEAN NASAL SPRAY	45 CC BTL = 5 BOTTLES	BRAND NAME:
	SEA MIST NASAL		GENERIC:
<i>OTC</i>	DUCOLAX 5MGS. TABLETS	100/BTL = 5 BOTTLES	BRAND NAME:
	BISACODYL 5MG E.C. TABS		GENERIC:
<i>OTC</i>	SURFAX 240 MG	100/BTL CAPSULES = 5 BOTTLES	BRAND NAME:
	DCS SOFT GEL		GENERIC:
<i>OTC</i>	TOE NAIL CLIPPERS SMALL	0 ITEMS	
<i>OTC</i>	STAPLE REMOVER KITS	25 KITS	
<i>OTC</i>	ALCOHOL PREP PADS	50 BOXES	
<i>OTC</i>	STERILE COTTON APPLICATOR SWABS	10 CASES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS
and INFIRMARY MEDICAL SUPPLIES"
BID NO: 2009-161-08-19-MEG

OTC	N-95 RESPIRATOR MASKS	75 BOXES	
OTC	IV CANNULAS	150 CANNULAS	
OTC	IV START KITS	150 KITS	
OTC	WELCH PROBE COVERS	150 BOXES	
OTC	ULTRA SOUND GEL	10 TUBES	
OTC	SYRINGES WITH NEEDLES	100 BOXES	
OTC	STERILE H2O	200 BOTTLES	
OTC	NS FOR IRRIGATION		
OTC	LIFESCAN UNISTIX	250 BOXES	
OTC	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
OTC	SUTURE SETS	10 BOXES	
OTC	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
OTC	SUTURES	10 BOXES	
OTC	IV FLUID 0.9%NS,D5W,LR	75/1,000 ML BAGS	
OTC	IV POLES	2	
OTC	IV TUBING	150 SETS	
OTC	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10/BOX	
OTC	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10/BOX	
OTC	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
OTC	SPUFFLE PLASTIC 3/4 OZ. PLASTIC SQUAT CUPS	1M/BOX = 10 BOXES	
OTC	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
OTC	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
OTC	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
OTC	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
OTC	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
OTC	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
OTC	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
OTC	TRU-TOUCH VINYL GREEN NON- STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS
and INFIRMARY MEDICAL SUPPLIES"
BID NO: 2009-161-08-19-MEG

<i>OTC</i>	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
<i>OTC</i>	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
<i>OTC</i>	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
<i>OTC</i>	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	
<i>OTC</i>	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
<i>OTC</i>	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
<i>OTC</i>	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
<i>OTC</i>	SELF ADHERING GAUZE 12" X 10 YDS. X 1" WIDTH	12/BOX = 10 BOXES	
<i>OTC</i>	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
<i>OTC</i>	AMMONIA INHALANTS AMPULES	100/BOX = 50 BOXES	
<i>OTC</i>	COTTON BALLS MEDIUM	4M/CASE = 1 CASE	
<i>OTC</i>	LINDANE SHAMPOO 1%	GALLON BTLS = 20 GALS	
<i>OTC</i>	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
<i>OTC</i>	INSULIN SYRINGES 28" X 1/2" SINGLE U-100	100/BOX = 120 BOXES	
<i>OTC</i>	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
<i>OTC</i>	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
<i>OTC</i>	ASA EC	81MG TABS=500 TABS	
<i>OTC</i>	ASA EC	325 MG TABS=250 TABS	
<i>RX</i>	DEPAKOTE EC	20 MG TABS=500 TABS	
<i>RX</i>	LEXAPRO	10 MG TABS= 500 TABS	
<i>RX</i>	TRILEPTAL	300 MG TABS= 1500 TABS	
<i>RX</i>	GEMFIBROZILE	600 MG TABS=1000 MG TABS	
<i>RX</i>	HALDOL	5 MG TABS=1500 TABS	
<i>RX</i>	HALDOL DEC	100 MG/ML=5 VIALS	
<i>RX</i>	HALDOL LAC	5 MG/ML=5 VIALS	
<i>RX</i>	LORAZEPAM	1 MG TABS=50 TABS	
<i>RX</i>	LORAZEPAM INJ.	2 MG/ML=1 VIAL	
<i>RX</i>	GEODON	60 MG CAPS= 100 CAPS	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS
and INFIRMARY MEDICAL SUPPLIES"
BID NO: 2009-161-08-19-MEG

<i>OTC</i>	HEMORRHOIDAL SUPPOSITORIES		BRAND NAME:
	COMPARABLE TO ANUSOL	12/BOX =288 BOXES	GENERIC:
<i>OTC</i>	HEMORRHOIDAL CREAM		BRAND NAME:
	COMPARABLE TO ANUSOL	12/BOX=288 BOXES	GENERIC:
<i>OTC</i>	KWELL LOTION 1%		BRAND NAME:
	LIDANE LOTION	GALLON BTLS = 20 GALS	GENERIC:
<i>OTC</i>	KWELL CREAM 1%		BRAND NAME:
	LIDANE CREAM	2OZ/TUBES = 288 TUBES	GENERIC:
<i>RX</i>	GLUCOPHAGE	500 MG=1500 TABS	
<i>RX</i>	GLIPIZIDE	5MG=1500 TABS	
<i>RX</i>	OMPERAZOLE	20MG TABS=1200 TABS	
<i>RX</i>	RISPERDAL	1MG=1200 TABS	
<i>RX</i>	RISPERDAL	2MG=1200 TABS	
<i>RX</i>	LACTULOSE SOL.	10 MG/15ML=3000 ML	
<i>RX</i>	PRINIVIL	5MG TABS=500 TABS	
<i>RX</i>	RANITIDINE	150 MG=2000 TABS	
<i>RX</i>	SEROQUEL	100 MG TABS=1000 TABS	
<i>RX</i>	SMZ-TMP DS	800/160 MG TABS=20000 TABS	
<i>RX</i>	ZYPREXA	10 MG TABS=1000 TABS	
<i>RX</i>	PAROXETINE	20 MG TABS=500 TABS	
<i>RX</i>	BUSPIRONE	5 MG TABS=400 TABS	
<i>RX</i>	ABILIFY	5 MG TABS=1000 CAPS	
<i>RX</i>	BUPROPION XL	150 MG TABS=200 TABS	
<i>RX</i>	CARBAMAZEPINE	100 MG TABS=200 TABS	
<i>RX</i>	NEOSPORIN OPTH SOL	15 ML BOTTLE=10 BOTTLES	
<i>RX</i>	EFFEZOR	75 MG=1000 TABS	
<i>RX</i>	TOPROL XL	50 MG=500 TABS	
<i>RX</i>	PHENOBARBITAL	100 MG=1000 TABS	
<i>RX</i>	NOVOLIN NPH	10 VIALS	
<i>RX</i>	NOVOLIN 70/30	10 VIALS	
<i>RX</i>	CATAPRESS	0.1 MG=1200 TABS	
<i>RX</i>	GLYBURIDE	5MG= 1200 TABS	
<i>RX</i>	CEPHALAXIN	500 MG CAPS= 2000 CAPS	

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-09-161-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2009 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Legend & Non-Legend Pharmaceuticals & Infirmary Medical Supplies**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

County following a request for Services by the **Hidalgo County Sheriff** or his designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on _____, 2009 and expiring on _____, 2011 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. 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.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

~~such trucks or vehicles in providing the Services.~~

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

~~12. Any notice required or permitted to be given hereunder shall be in writing and shall~~

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company: _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By: _____

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

VENDOR'S BID

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS

DRAFT

AI-16531

9.F.

**Pct. 1-Inv #s 11323088 & 11323090-L&G Engineering, Inv #01.09 M11-DLS, LLC & Inv #299319-TEDSI
CC CONSENT**

Date: 07/21/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Approval of request for payment for Inv# 11323088 \$ 12,244.35 submitted by L & G Consulting Engineers Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: FM 493 Project.
2. Approval of request for payment for Inv# 11323090 \$ 5,000.00 submitted by L & G Consulting Engineers Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-08-417-12-09 (PO # 617489) for: FM 493 South Project.
3. Presentation for discussion and approval of request for payment for Inv# 01.09 M11 \$ 8,000.00 from Dos Land Surveying, contracted surveyor for "Various Road & Bridge and C.I.P. Projects (on an as needed basis) and in connection to WA #4 (Mile 11 1/4 Rd. & FM 491) for Hidalgo County Precinct No. 1 Contract No. C-08-225-09-09 (PO # 613945).
4. Presentation for discussion and approval of request for payment for Inv #299319 \$ 51,376.92 submitted by TEDSI Infrastructure Group, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-08-227-02-09 and WA #1 (PO #617534).

BACKGROUND

Invoice #s 11323090-L & G Engineering Inc. - C-07-451-12-26
Invoice #s 11323090-L & G Engineering Inc. - C-08-417-12-09
Invoice # 01.09 M11-Dos Land Surveying, LLC - C-08-225-09-09
Invoice #299319 - TEDSI - C-08-227-02-09

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1336-431-00-121-049-0-841
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

Amount available in PO# 596375 in the amount of \$557,120.63 as of 7/16/09 for L & G Consulting Engineers, Inc.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-121-053-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO # 617489 in the amount of \$863,920.00 as of 7/16/09 for L & G CONSULTING ENGINEERS, INC.

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO # 613945 in the amount of \$8000.00 as of 7/16/09 for DOS LAND SURVEYING.

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-121-039-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO # 617534 in the amount of \$303,088.01 as of 7/16/09 for TEDSI INFRASTRUCTURE GROUP, INC.

Attachments

Link: [Inv #s 11323088 -L&G](#)

Link: [11323090-L&G](#)

Link: [Inv #01.09 M11-DLS, LLC](#)

Link: [Inv #299319-TEDSI](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2009 03:14 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2009 04:02 PM	APRV
3	Erika Zamora	Erika Zamora	07/16/2009 10:42 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/16/2009 02:53 PM	APRV
5	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Letty Saenz Started On: 07/15/2009 01:56 PM

Final Approval Date: 07/17/2009

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323088
INVOICE DATE: 06/30/09

BILL TO: 34
 Hidalgo County Pct #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 071401
 FM 493
 c/o Hidalgo County
 100 E. Cano
 Edinburg, TX 78539

Contract #C-07-451-00-00
 PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2009.						
11006-Design Schem	272 500 00	258.875 00		258.875 00	95 0	13 625 00
12001-EA Fieldwork	10 000 00	10 000 00		10 000 00	100 0	
12002 EA Documents	57.000 00	51 300 00		51.300 00	90 0	5 700 00
12003-Public Invt	3 000 00	3.000 00		3.000 00	100 0	
12004-Cul Resc	20.000 00	5.721 87	12.244 35	17.966 22	89 8	2.033 78
12030 Public Invt	20 450 00	17.702 50		17.702 50	86 6	2 747 50
13010 Prel-ROW Map/S	35.000.00	35.000 00		35.000.00	100 0	
15001 Surv.Plans&Des	25.000 00	23 750 00		23.750.00	95 0	1.250 00
15016-Surv.Plan/Sub	105 000 00	105.000.00		105.000 00	100 0	
15076 H&V Control/Sv	35 200 00	35.200 00		35 200 00	100.0	
16001 Rdwy Design	252.000.00	176.000 00		126.000 00	50 0	126.000.00
16100-Drainage	168 000 00	92 400 00		92.400.00	55 0	75 600 00
16200-Pavl Mtk & Sig	84 000 00	42.000 00		42.000 00	50.0	42 000 00
16240-S gnal Design	40 000.00				0 0	40 000 00
16302 Traf Contrl Pln	84.000.00	42.000.00		42 000 00	50 0	42 000 00
16304 Irrigation	84.000 00	31.080 00		31.080 00	37 0	52 920 00
16307-Utilities	168 000 00	100.800 00		100.800 00	60 0	67 200 00
16400 Contract Mgmt	100 000.00	62.000 00		62.000 00	62 0	38.000 00
32000-Const Manmt	35 800 00				0 0	35.800 00
TOTALS	1.598 950 00	1.041.829 37	12.244 35	1.054.073 72	65 9	544 876 28

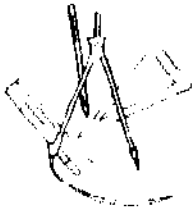
9-1336-431-00-121-049-D-841
 PO 596375

ORIGINAL CONTRACT SUM \$ 1,598,950.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 1,598,950.00
 TOTAL COMPLETED TO DATE \$ 1,054,073.72
 LESS PREVIOUS INVOICES \$ 1,041,829.37

[Signature]
 PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 12,244.35

INVOICE RECEIVED BY
 Noe Montez on 7/6/09
 GOODS/SERVICES RECEIVED BY:
 _____ on _____



L&G Engineering

Transportation Consultants

July 1, 2009

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of June 2009. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL.
FC 110 – DESIGN SCHEMATICS		
L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16 th . We have revised the final schematic based on comments received at the public meeting and submitted the revised final schematic to TxDOT for approval.	L&G	95%
FC 120 – ENVIRONMENTAL FIELD WORK		
This task is complete.	L&G	100%
FC 120 – ENVIRONMENTAL DOCUMENTS		
L&G is waiting for final comments from ENV in Austin.	L&G	90%
FC 120 – PUBLIC INVOLVEMENT		
This task is complete.	L&G	100%
FC 120 – CULTURAL RESOURCES		
The cultural resources surveys & reports are complete and submitted to ENV on 06/19/2009.	L&G	89.8%
FC 120 – PUBLIC INVOLVEMENT		
We have met with all affected property owners affected by the roadway design. All buildings and structures along the roadway have been photograph.	L&G	86.6%
FC 130 PRELIMINARY RIGHT-OF-WAY MAPPING		
This task is complete.	RODS	100%
FC 150 – SURVEY PLANS AND DESIGN		
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.	L&G	95%
FC 150 – SURVEY PLANS AND DESIGN/SUB		
This task is complete.	RODS	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Page 2

FC 150 – HORIZONTAL & VERTICAL CONTROL		
This task is complete.		
FC 160 – ROADWAY DESIGN	RODS	100%
Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We continue to adjust profile and centerline and are finalizing the design cross sections and earthwork.	L&G	50%
FC 161 – DRAINAGE		
We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls.	L&G	55%
FC 162 – PAVEMENT MARKING AND SIGNING		
Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT. Revisions have been made to the striping based on correct schematic. Plan sheets are being cut.	L&G	50%
FC 162 – SIGNAL DESIGN/SUB		
This task has not begun.		0%
FC 163 – TRAFFIC CONTROL PLAN		
We have completed the TCP typical sections. A preliminary "Sequence of Construction" and "TCP General Notes" have been created. An overall TCP plan with TCP sheets is being completed for review.	L&G	50%
FC 163 – IRRIGATION		
All irrigation crossings have been identified and existing conditions are being drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans. Existing structure details are being verified.	L&G	37%
FC 163 – UTILITIES		
Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Some comments have been received.	L&G	60%
FC 164 – CONTRACT MANAGEMENT		
L&G continues to coordinate and manage the work required and is providing County with updates. Preliminary TCP and cross-sections have been submitted to TxDOT	L&G	62%
FC 320 – CONSTRUCTION MANAGEMENT		
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,


Armando J. Sandoval, P.E.
Project Manager

Attachment

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323090
INVOICE DATE: 06/30/09

BILL TO: 34
 Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 090201
 FM 493 South
 PO# 617489

DO\$

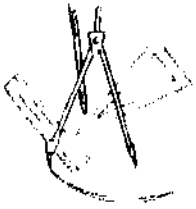
DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2009.						
11006-Design Schem	254,000.00	190,500.00		190,500.00	75.0	63,500.00
12001-FA Reports	60,000.00	24,000.00		24,000.00	40.0	36,000.00
12002 Pub Involvement	10,000.00				0.0	10,000.00
12040-Cul Resc/Sub	20,000.00		5,000.00	5,000.00	25.0	15,000.00
13002-Owner Data/Cor	35,000.00	29,750.00		29,750.00	85.0	5,250.00
15011 Field Sur/Sub	150,000.00				0.0	150,000.00
16001 Rdwy Dsgn	401,000.00	80,200.00		80,200.00	20.0	320,800.00
16104-Outfall Design	67,000.00	10,050.00		10,050.00	15.0	56,950.00
16302 Traf Contrl Pln	30,000.00				0.0	30,000.00
16504 Irrigation	32,000.00	1,600.00		1,600.00	5.0	30,400.00
16306 Qty Specs	30,000.00				0.0	30,000.00
16307-Utilities	40,000.00	6,000.00		6,000.00	15.0	34,000.00
3200-Const MyrmlL	15,000.00				0.0	15,000.00
TOTALS	1,144,000.00	342,100.00	5,000.00	347,100.00	30.3	796,900.00

ORIGINAL CONTRACT SUM	\$ 1,144,000.00
CHANGE BY CHANGE ORDER	\$ 0.00
CONTRACT SUM TO DATE	\$ 1,144,000.00
TOTAL COMPLETED TO DATE	\$ 347,100.00
LESS PREVIOUS INVOICES	\$ 342,100.00
CURRENT PAYMENT DUE	\$ 5,000.00

Mario G. Traven
 PROJECT MANAGER'S SIGNATURE *Sec/2009*

9-1339-431-00-121-053-0-841
PO 617489

INVOICE RECEIVED BY
NOC Master on *7/14/09*
GOODS/SERVICES RECEIVED BY:
 on _____



L&G Engineering

Transportation Consultants

July 1, 2009

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, TX 78596

**RE: FM 493 South, Work Authorization No. 1, PO# 617489,
C08-417-12-09, L&G Job#090201**

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered through June 2009. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
We have completed a 120 ft. ROW and 100 ft. ROW best fit option schematic, along with typical sections, a hydrologic map, and a constraints map. We have also developed a 120ft. East/West/Center schematic to justify the best-fit alignment. We have developed a project matrix identifying ROW, relocation and environmental constraints for both 120 ft., 100 ft., and the LT/RT/CT options. A preliminary profile has been added to the best fit schematic along with pictures and the alignment of the City of Donna's sewer line. A design kick-off meeting was held with TxDOT on May 26, 2009. Project matrices and DSR were pre-scoped at the meeting.	L&G	75%
FC 12001 – EA REPORTS		
L&G is continuing to develop the environmental document.	L&G	40%
FC 12002 – PUBLIC INVOLVEMENT		
This task has not begun	L&G	0%
FC 12040 – CULTURAL RESOURCES		
L&G is beginning to obtain the necessary permits to begin the historical and archeological surveys.	L&G	25%
FC 13002 – OWNERSHIP DATA COLLECTION		
We have identified land owners along the proposed 120' and 100' options.	L&G	85%
FC 15011 -- SURVEY PLANS AND DESIGN/SUB		
This task has not begun.	RODS	0%
FC 16001 – ROADWAY DESIGN		
We have established a 120 ft. and 100 ft. best fit alignment and have established the existing centerline based on old plans and appraisal district data. A preliminary profile of the proposed centerline and the East/West proposed ROW was generated based on Lidar data to aid in the assessment of outfalls and the development of an overall drainage plan. The possibility of setting the grades of the proposed rural roadway to that of the future urban section has been ruled out due to roadway flooding concerns. We are currently working on the vertical alignment at the floodway to determine the extent of coordination needed with IBWC. A preliminary profile has been developed for the project.	L&G	20%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 16104 – OUTFALL DESIGN		
We have identified potential outfalls and developed a hydrologic map. We are also evaluating the hydraulic capacities of existing outfalls.	L&G	15%
FC 16302 – TRAFFIC CONTROL PLAN		
This task has not begun.	L&G	0%
FC 16304 – IRRIGATION		
We have identified existing irrigation lines and included them in the schematic.	L&G	5%
FC 16306 – QUANTITIES & SPECS		
This task has not begun.	L&G	0%
FC 16307 – UTILITIES		
Surface utilities have been identified and initial letters have been sent to all utilities. We have begun receiving comments back from utility companies. We have met with and continue to coordinate with the City of Donna. Information on the City of Donna's sewer line was obtained and that information has been added to the project schematic.	L&G	15%
FC 32000 CONSTRUCTION MANAGEMENT		
This task has not yet begun.	L&G	0%

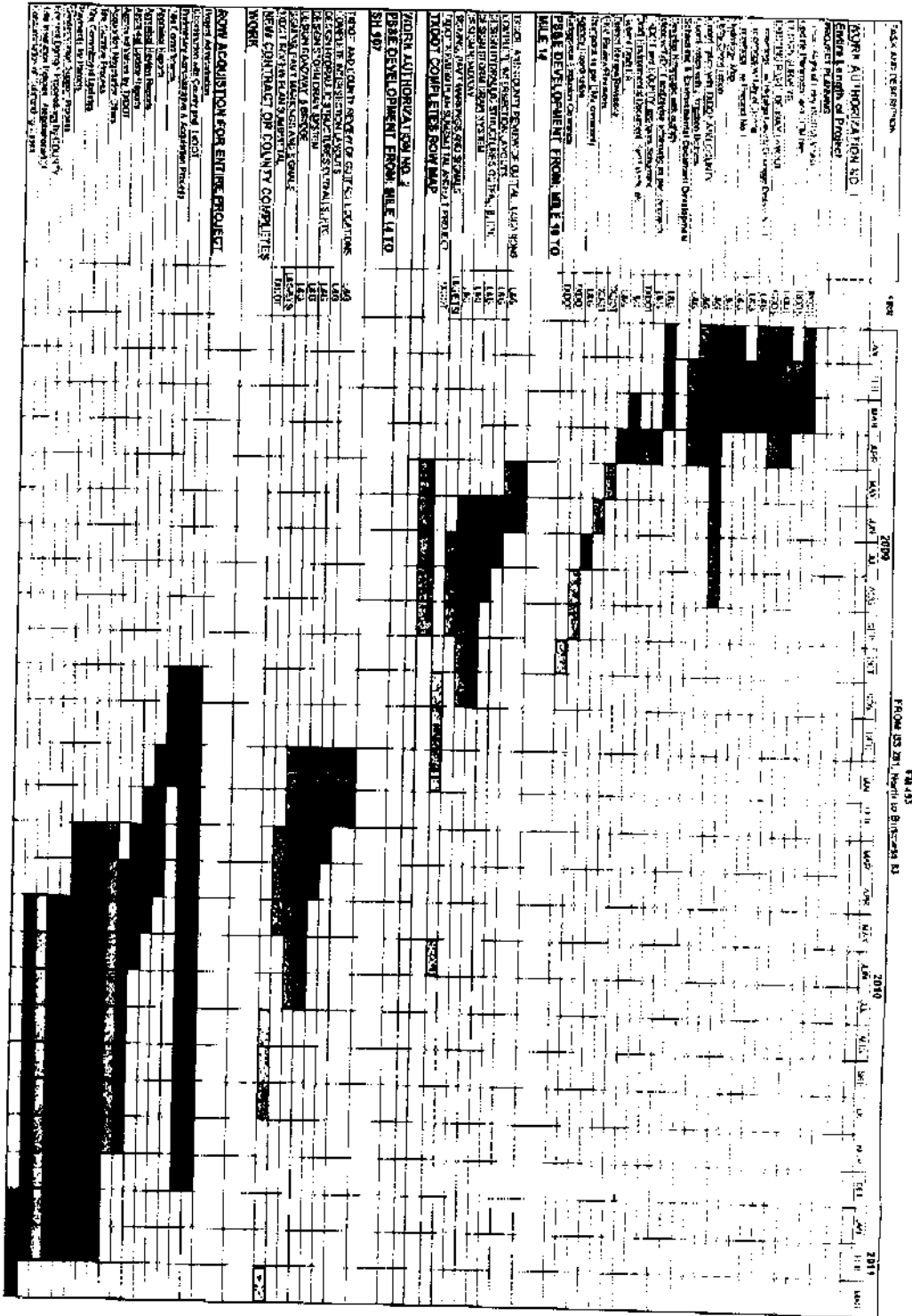
Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Armando J. Sandoval

Armando J. Sandoval, P.E.
Project Manager

Attachment



ENGINEERING WORK FOR SCHEMATIC & PRELIMINARY ENVIRONMENTAL ASSESSMENT UNDER TDDOT FUNCTION

5454 ROAD INFORMATION

ROAD AUTHORIZATION NO. 1

Project Name: [REDACTED]

Project Location: [REDACTED]

Project Description: [REDACTED]

Project Start Date: [REDACTED]

Project End Date: [REDACTED]

Project Status: [REDACTED]

Project Manager: [REDACTED]

Project Sponsor: [REDACTED]

Project Budget: [REDACTED]

Project Risk: [REDACTED]

Project Impact: [REDACTED]

Project Compliance: [REDACTED]

Project Approval: [REDACTED]

Project Review: [REDACTED]

Project Audit: [REDACTED]

Project Closeout: [REDACTED]

Project Handover: [REDACTED]

Project Archiving: [REDACTED]

Project Reporting: [REDACTED]

Project Communication: [REDACTED]

Project Documentation: [REDACTED]

Project Quality Assurance: [REDACTED]

Project Safety: [REDACTED]

Project Security: [REDACTED]

Project Privacy: [REDACTED]

Project Accessibility: [REDACTED]

Project Sustainability: [REDACTED]

Project Innovation: [REDACTED]

Project Leadership: [REDACTED]

Project Teamwork: [REDACTED]

Project Accountability: [REDACTED]

Project Transparency: [REDACTED]

Project Integrity: [REDACTED]

Project Honesty: [REDACTED]

Project Fairness: [REDACTED]

Project Respect: [REDACTED]

Project Responsibility: [REDACTED]

Project Commitment: [REDACTED]

Project Dedication: [REDACTED]

Project Passion: [REDACTED]

Project Enthusiasm: [REDACTED]

Project Energy: [REDACTED]

Project Focus: [REDACTED]

Project Determination: [REDACTED]

Project Persistence: [REDACTED]

Project Perseverance: [REDACTED]

Project Resilience: [REDACTED]

Project Flexibility: [REDACTED]

Project Adaptability: [REDACTED]

Project Creativity: [REDACTED]

Project Innovation: [REDACTED]

Project Problem Solving: [REDACTED]

Project Decision Making: [REDACTED]

Project Planning: [REDACTED]

Project Organization: [REDACTED]

Project Management: [REDACTED]

Project Leadership: [REDACTED]

Project Teamwork: [REDACTED]

Project Accountability: [REDACTED]

Project Transparency: [REDACTED]

Project Integrity: [REDACTED]

Project Honesty: [REDACTED]

Project Fairness: [REDACTED]

Project Respect: [REDACTED]

Project Responsibility: [REDACTED]

Project Commitment: [REDACTED]

Project Dedication: [REDACTED]

Project Passion: [REDACTED]

Project Enthusiasm: [REDACTED]

Project Energy: [REDACTED]

Project Focus: [REDACTED]

Project Determination: [REDACTED]

Project Persistence: [REDACTED]

Project Perseverance: [REDACTED]

Project Resilience: [REDACTED]

Project Flexibility: [REDACTED]

Project Adaptability: [REDACTED]

Project Creativity: [REDACTED]

Project Innovation: [REDACTED]

Project Problem Solving: [REDACTED]

Project Decision Making: [REDACTED]

Project Planning: [REDACTED]

Project Organization: [REDACTED]

Project Management: [REDACTED]

ROAD AUTHORIZATION NO. 2

Project Name: [REDACTED]

Project Location: [REDACTED]

Project Description: [REDACTED]

Project Start Date: [REDACTED]

Project End Date: [REDACTED]

Project Status: [REDACTED]

Project Manager: [REDACTED]

Project Sponsor: [REDACTED]

Project Budget: [REDACTED]

Project Risk: [REDACTED]

Project Impact: [REDACTED]

Project Compliance: [REDACTED]

Project Approval: [REDACTED]

Project Review: [REDACTED]

Project Audit: [REDACTED]

Project Closeout: [REDACTED]

Project Handover: [REDACTED]

Project Archiving: [REDACTED]

Project Reporting: [REDACTED]

Project Communication: [REDACTED]

Project Documentation: [REDACTED]

Project Quality Assurance: [REDACTED]

Project Safety: [REDACTED]

Project Security: [REDACTED]

Project Privacy: [REDACTED]

Project Accessibility: [REDACTED]

Project Sustainability: [REDACTED]

Project Innovation: [REDACTED]

Project Leadership: [REDACTED]

Project Teamwork: [REDACTED]

Project Accountability: [REDACTED]

Project Transparency: [REDACTED]

Project Integrity: [REDACTED]

Project Honesty: [REDACTED]

Project Fairness: [REDACTED]

Project Respect: [REDACTED]

Project Responsibility: [REDACTED]

Project Commitment: [REDACTED]

Project Dedication: [REDACTED]

Project Passion: [REDACTED]

Project Enthusiasm: [REDACTED]

Project Energy: [REDACTED]

Project Focus: [REDACTED]

Project Determination: [REDACTED]

Project Persistence: [REDACTED]

Project Perseverance: [REDACTED]

Project Resilience: [REDACTED]

Project Flexibility: [REDACTED]

Project Adaptability: [REDACTED]

Project Creativity: [REDACTED]

Project Innovation: [REDACTED]

Project Problem Solving: [REDACTED]

Project Decision Making: [REDACTED]

Project Planning: [REDACTED]

Project Organization: [REDACTED]

Project Management: [REDACTED]

ROAD ACQUISITION FOR ENTIRE PROJECT

Project Name: [REDACTED]

Project Location: [REDACTED]

Project Description: [REDACTED]

Project Start Date: [REDACTED]

Project End Date: [REDACTED]

Project Status: [REDACTED]

Project Manager: [REDACTED]

Project Sponsor: [REDACTED]

Project Budget: [REDACTED]

Project Risk: [REDACTED]

Project Impact: [REDACTED]

Project Compliance: [REDACTED]

Project Approval: [REDACTED]

Project Review: [REDACTED]

Project Audit: [REDACTED]

Project Closeout: [REDACTED]

Project Handover: [REDACTED]

Project Archiving: [REDACTED]

Project Reporting: [REDACTED]

Project Communication: [REDACTED]

Project Documentation: [REDACTED]

Project Quality Assurance: [REDACTED]

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Project Resilience: [REDACTED]

Project Flexibility: [REDACTED]

Project Adaptability: [REDACTED]

Project Creativity: [REDACTED]

Project Innovation: [REDACTED]

Project Problem Solving: [REDACTED]

Project Decision Making: [REDACTED]

Project Planning: [REDACTED]

Project Organization: [REDACTED]

Project Management: [REDACTED]

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Vangie
From: Noe
Purchasing Dept

Fax: _____ **Pages:** _____

Phone: _____ **Date:** 7/15/09

Re: _____ **CC:** _____

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments**

Please place the following invoices from L & G Engineering on the next CC meeting for approval for payment.

Inv #11323088 and inv#11323090

Thanks

Noe

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

D S

Bill To:
 Hidalgo Co. Pct. 1
 1902 Joe Stephens Ave.
 Weslaco, Texas 78596

DATE:
 July 9, 2009

INVOICE # 01.09 M11

Attention: Accounts Payable

PO Number: 613945

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Mile 11 1/4 Rd. From FM 491				
Profesional Services				
Survey and Topography				
Surveying Services	\$8,000.00		\$8,000.00	\$0.00
TOTAL	\$8,000.00	\$0.00	\$8,000.00	\$0.00
			TOTAL DUE	\$8,000.00

Please remit to:
 Dos Land Surveying P.O. Box 1300 Donna, TX. 78537

9-1201-431-00-121-005-0-334
 PO 613945

INVOICE RECEIVED BY
Nick Hunter on 7/15/09
 GOODS/SERVICES RECEIVED BY:
 _____ on _____

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Vangie
Purchasing Dept

From: Noe

Fax: _____ **Pages:** _____

Phone: _____ **Date:** 7/15/09

Re: _____ **CC:** _____

Urgent For Review Please Comment Please Reply Please Recycle

• **Comments**

Please place the following invoice #01.09 m 11 from Dos Land Survey on the next cc meeting for approval for payment

Thanks

Noe

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.



1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: June 12, 2009
TEDSI Invoice No.: 299319
TEDSI Project No.: 2009-1032-01
Invoice Period: May 1 thur May 31, 2009

Mile 6W *61354*

Contract No. C-08-227-02-09
Work Authorization No. 1
PO#: 00149094

Original Contract Amount	Adjusted Contract Amount	Adjusted Contract Amount Remaining
\$1,906,248.18	\$1,817,940.03	\$1,663,151.21

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Schematic Design (SD)	\$ 256,884.54	20.00%	40.00%	\$ 51,376.91	\$ 102,753.82
Right-of-Way (ROW)	\$ 302,500.00	0.00%	5.00%	\$ -	\$ 15,125.00
Design Field Survey (DFS)	\$ 278,200.00	0.00%	5.00%	\$ -	\$ 13,910.00
Environmental (ENV)	\$ 115,000.00	0.00%	20.00%	\$ -	\$ 23,000.00
Plans, Specs & Est. (PS&E)	\$ 865,355.49	0.00%	0.00%	\$ -	\$ -
Subtotal	\$1,817,940.03	2.83%	8.51%	\$ 51,376.91	\$ 154,788.82

TOTAL FEE EARNED:	\$	154,788.82
LESS PREVIOUSLY INVOICED:	\$	103,411.90
TOTAL AMOUNT DUE THIS INVOICE:	\$	51,376.92

Aimee Schroll
Aimee Schroll, P. E.
Project Manager

INVOICE RECEIVED BY
Noe H. K... on *7/8/09*
GOODS/SERVICE RECEIVED
on _____

9-1315-431-00-121-039-0-731

PO 617534

TEDSI INFRASTRUCTURE GROUP**TEDSI****Consulting Engineers**1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022**Project Status Report****PROJECT:**

Mile 6 West

TEDSI JOB NO.:

2009-1032-01

CLIENT:

Hidalgo County

SUBJECT:

Project Status Report

FROM:


Aimee R. Schroller, P.E.

DATE:

6-22-09

DISTRIBUTION:Mile 6 West Road
Mile 9 North to SH 107
Progress Report
June 11, 2009

- 1) Schematic Development is ongoing.
 - a) Meeting was held in conjunction with TxDOT to approve typical section and proposed ROW.
- 2) Hydrology & Hydraulics
 - a) Sixteen existing outfalls have been identified. Outfalls include both crossing culverts and dead end culverts.
 - b) Preliminary drainage areas have been determined.
 - c) Completed hydrologic delineation and determined time of concentration and runoff coefficient for each sub basin. Calculated peak flow rates for each basin. Six major culvert crossings exist along the project.
 - d) Determined proposed culvert sizes for the major culvert crossings.
 - e) Cross sections have been developed to size roadway ditches.
- 3) Utility coordination is ongoing
- 4) Coordination with drainage/irrigation districts is ongoing
 - a) Coordination with the Hidalgo and Cameron County Irrigation District #9 has included discussing identified outfalls, identified Irrigation Utility line relocation, and canal crossings.
 - b) Coordination with the Drainage District identifies two channels shown on the Master Drainage Plan crossing the project. Currently all drainage channels are property of the Hidalgo and Cameron County Irrigation District #9.
- 5) Environmental is ongoing.
- 6) Design Field Survey –
 - a) Topographic survey in progress
 - b) A preliminary CD of topo has been submitted to TEDSI
- 7) ROW Survey –
 - a) Reviewing impacts
- 8) Coordination with TxDOT ongoing.
- 9) CD provided with project backup.



Aimee R. Schroller, P.E.

**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: ~~Vangle~~ LETTY **From:** Noe
Purchasing Dept

Fax: _____ **Pages:** _____

Phone: _____ **Date:** 7/15/09

Re: _____ **CC:** _____

- Urgent For Review Please Comment Please Reply Please Recycle

• **Comments**

Please place the following invoice #299319 from Tedsi on the next cc meeting for approval for payment

Thanks

Noe

NOTICE OF CONFIDENTIALITY

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AI-16520

9.G.

Pct 4-Inv # 24 ENG 1229-J E Saenz & Associates, Inc.-C-00-057-02-01

CC CONSENT

Date: 07/21/2009
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 24 ENG 1229 in the amount of \$ 15,000.00 submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with Contract No. C-00-057-02-01 (PO #583717) - "Landfill Cap and Closure, Phase II D" for Hidalgo County Precinct No. 4.

BACKGROUND

Invoice No. 24 ENG 1229-J E Saenz & Assoc.-C-00-057-02-01

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-334
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available funds as of 7-16-09 \$29,900.00.

Attachments

Link: [Memo Request by Pct 4](#)
 Link: [Inv# 24 Eng 1229 - J E Saenz and Assoc](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2009 12:25 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2009 03:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/17/2009 11:36 AM	APRV
4	Auditor's Office	Monica Badillo	07/17/2009 04:03 PM	APRV
5	Manuel Chapa	Manuel Chapa	07/17/2009 04:11 PM	APRV

Form Started By: Letty Saenz Started On: 07/15/2009 11:13 AM

Final Approval Date: 07/17/2009



County of Hidalgo Pct. 4

Commissioner Oscar L. Saenz Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JULY 15, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #24 ENG 1229; CONTRACT #00-057-02-01

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #24 ENG 1229 IN THE AMOUNT OF \$15,000.00 FOR J.E. SAENZ & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #583717, ACCOUNT: 9-1332-432-00-230-008-0-334

NOTE: CURRENTLY THERE IS NOT SUFFICIENT FUNDS IN THE ABOVE MENTIONED P.O., BUT THE PRECINCT HAS REQUESTED FUNDING THRU THE COUNTY'S BUDGET DEPARTMENT.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., 24 ENG 1229 & P.O. 583717

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, July 15, 2009 9:55 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Place invoice #24 on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg; Picture 005.jpg; Picture 006.jpg

Please place the following invoice on the next CC.

Thanks Munoz



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

June 23, 2009



To: Oscar Garza, Commissioner Precinct Four
1102 N. Doolittle
Edinburg, Texas 78541

Re: Precinct Four Landfill Cap and Closure, Phase II B
Invoice No. 24
ENG. 02.028

Attached is our Invoice # 24 in the amount of \$15,000.00, for the Edinburg Landfill Project.
Please call us at (956) 383-2984 if you have any questions.

Invoice Amount **\$15,000.00**
(See Attachments)

H:\Administration\Invoices\ENGINEERING\2002 1 OPEN PROJECTS\ENG. 02.028 LANDFILL\Invoice # 24\Cover # 23.wpd

9 1332 230
~~1000-432-00-151-0080~~ 334
Pot. # 450
Pur. Req. # 108651
P.O. # 68339

INVOICE RECEIVED BY:

DATE: 6/25/09
BY: [Signature]

SERVICES RECEIVED BY: 6/25/09
DATE: [Signature]

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. Saenz & Associates, Inc.

JUN 9 2009

Project Name:

INVOICE # 24 ENG 1229

PCT #4 LANDFILL, CLOSURE AND CAP CONSTRUCTION, PHASE II C

Page 1 of 1

ENG 02-028

06/23/2009

Closure Design and Site Management					ESTIMATED COST		WORK COMPLETED TO DATE	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	COST	UNIT	AMOUNT TO DATE	
1	Install Methane Probe(8) (immediate)	EA	\$1,950.00	8	\$15,600.00	8	\$15,600.00	
2	Report Submittal for Well Installation to TNRCG (June)	LS	\$4,500.00	1	\$4,500.00	1	\$4,500.00	
3	HELP & Stability Models (3rd Quarter, 2002)	LS	\$10,000.00	1	\$10,000.00	1	\$10,000.00	
4	Closure Design Package, Specs & QC (3rd Qtr, 2002)	LS	\$36,500.00	1	\$36,500.00	1	\$36,500.00	
	Well & Probe Monitoring & Reporting (est only)						\$0.00	
5	Year 2002 (see disclaimers below)	EA	\$12,450.00	4	\$49,800.00	4	\$49,800.00	
6	Minor Amendment Submittal (3rd Qtr)	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
	Funds needed, Year 2002				\$121,400.00		\$121,400.00	
Closure Construction, (To be done by others)								
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	COST			
7	Closure Construction QC, Certifications, & Reporting	LS	\$75,000.00	1	\$75,000.00	100%	\$75,000.00	
8	Reshaping and Contouring Existing Soil	CY	\$2.50	38500	\$96,250.00		N/A	
9	Importing Soil & Filling Contours, Intermediate Layer	CY	\$5.50	50000	\$275,000.00		N/A	
10	GCL	SF	\$0.40	800000	\$320,000.00		N/A	
11	Importing Soil & Placement, Erosion Layer	CY	\$5.50	27500	\$151,250.00		N/A	
12	Hydromulching and Slope Stabilization	SF	\$0.10	200000	\$20,000.00		N/A	
	Subtotal				\$937,500.00		N/A	
13	Contingency				\$144,525.00		N/A	
	Subtotal				\$1,082,025.00		\$75,000.00	
Construction Management & Extended Reporting								
14	Site Management during Construction	LS	\$176,600.00	1	\$176,600.00	100%	\$176,600.00	
15	Plans, construction surveys	LS	\$57,000.00	1	\$57,000.00	100%	\$57,000.00	
16	Project Management	LS	\$84,000.00	1	\$84,000.00	100%	\$84,000.00	
17	Year 2003 (see disclaimers below)	EA	\$12,450.00	4	\$49,800.00	4	\$49,800.00	
	SUBTOTAL CONSTRUCTION MANAGEMENT				\$367,400.00		\$367,400.00	
Extended Reporting:								
	Well & Probe Monitoring & Reporting (est only)							
18	Year 2004, including Statistical Plan	EA	\$21,450.00	2	\$42,900.00	100%	\$42,900.00	
19	Year 2005, includes Detection Monitoring Stats	EA	\$14,450.00	2	\$28,900.00	2	\$28,900.00	
20	Year 2006	EA	\$14,450.00	2	\$28,900.00	2	\$28,900.00	
21	Year 2007	EA	\$15,000.00	2	\$30,000.00	2	\$30,000.00	
22	Year 2008	EA	\$15,000.00	2	\$30,000.00	1	\$15,000.00	
23	Year 2009	EA	\$15,000.00	2	\$30,000.00			
24	Closure Documentation	EA	\$11,100.00	1	\$11,100.00	100%	\$11,100.00	
	SUBTOTAL REPORTING, YEAR 2003 - 2006, 2007-2009, ESTIMATES				\$201,800.00		\$166,800.00	
TOTAL PROJECTED ENGINEERING AND PROJECT MANAGEMENT COSTS					\$765,600.00	TOTAL	\$720,600.00	

Disclaimers:

- Any issues that fall outside statistical parameters, that require additional testing, monitoring, reporting, and/or construction.
- Any removal or redrilling or additional wells required.
- Any changes demanded based on geologic/statistical comparatives or regulatory requirement changes.
- Additional quantities for Item # 1 above are for the Gas Modification plan

TOTAL, TO DATE	\$720,600.00
AMOUNT PREVIOUSLY INVOICED	\$705,600.00
TOTAL DUE, THIS INVOICE	\$15,000.00



Purchase Order COUNTY OF HIDALGO

PO#: 583717

DATE: 04/18/07

Page No 1 Of 2

VENDOR: 188999 REQ:00108551
 FAX (956)383-3735 Email:
 Phone:(956)383-2984
 J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3293
 EDINBURG TX 78540

BUYER:
 SHIP TO: HIDALGO CO. PCT 4
 1102 N. DOOLITTLE RD.
 EDINBURG TX 78539

CONTACT:
 SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #450

VENDOR NOTES
1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE. 2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE. 3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS. 4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES. 5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	DO NOT DUPLICATE ORDER CONTRACT #00-057-02-01 ****NOTE **** Previous Purchase Orders associated with this contract where 366633 and 565707, this purchase order will be a continuation of this P.O.'s and for services for modification to contract as stated below. ****Modification to C-00-057-02-01 approved Commissioners' Court of May 03, 2005**** The scope of service submitted by J.E. Saenz & Associates, Inc. is for the "Closure Documentation Phase" as required by TCEQ and for "Extension of Ground Water Detection Monitoring" for Hidalgo County Precinct #4 Landfill, Municipal Solid Waste Permit No. 1593A, attached hereto is Phase II, Part D. ****Fees for this modification are as followed **** (a) Continued bi-annual monitoring and reporting for years (3) 2007, (4) 2008, (5) 2009 is \$30,000.00 per year. (b) Closure Documentation will be \$11,100.00 ***Note***P.O. will increase as funding becomes available**** REPORT ROAD HAZARDS 1-866-RCR-SAFE OR 1-866-427-7233	41,450.00	41,450.00

(Signature)
 Authorized by: *Martina B. Salazar*

**Authority to Utilize COOPS/INTERLOCALS - DIR/US Communities/TASB/HGAC Awarded Vendors
CC CONSENT**

Date: 07/21/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative awarded contracts/vendors for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Calence Physical Security Solutions, LLC	Surveillance Camera Products and Related Services	DIR-SDD-580
Calence LLC	Networking Products and Services	DIR-SDD-235

2. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the US Communities Cooperative Purchasing Program's awarded pricing contracts including, but not limited to, Precincts, Departments, Program, Agencies, etc.:

Graybar	Electrical Products	MA43272-6
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3. Approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
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with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Various
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Authorization to utilize CO-OP vendors does not require funding at this time. Funding is identified once purchases are made and is on an "as needed basis".

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 02:11 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:21 PM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 02:18 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/17/2009 02:41 PM	APRV
5	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Matilde Faz

Started On: 07/13/2009 09:45
AM

Final Approval Date: 07/17/2009

**Extension Option for CRS-2 Emulsified Asphalt
CC CONSENT**

Date: 07/21/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to the 60-day extension as provided in the current contract for "CRS-2 Emulsified Asphalt-Hidalgo County" under the same rates terms and conditions for C-08-324-10-14 with Ergon Asphalt & Emulsions, Inc., inasmuch as it is advantageous to the County. (Extension to commence 10-15-09 to 12-14-09)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: obj. 673 Co. Wide
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding source obj. code 673 "R & B R & M Supplies" for all user depts Co. wide. Please refer to attached expense report as of 7-17-09 for funding availability.

Attachments

Link: [Extension Memo](#)
Link: [Expense report as of 7-17-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:41 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 03:05 PM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 02:42 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/17/2009 02:46 PM	APRV
5	Auditor's Office		07/17/2009 05:19 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 07/15/2009 04:14 PM	
Final Approval Date: 07/17/2009				



PURCHASING DEPARTMENT

County Of Hidalgo

July 9, 2009

Mr. David Stroud, Regional Sales Manager
11612 RM 2244, Building 1, Suite 250
Austin, Texas 78738

Via E-Mail: david.stroud@ergon.com

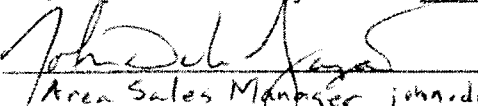
Re: **Extension For: C-08-324-10-14**
"CRS-2 Emulsified Asphalt-Hidalgo County"

Dear Mr Stroud:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, July 21, 2009 to exercise the option to extend the term of this contract agreement for the additional sixty (60) day option as provided in the above-referenced contract for: "Hidalgo County-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt," under the same rates, terms and conditions. Extension date effective as of October 15, 2009 terminating December 14, 2009.

Please acknowledge receipt by signing below and returning to the Purchasing Department by no later than, Monday, July 13, 2009, 10:00 a.m., via facsimile to (956) 956-318-2629 attn: Cris Villarreal, Buyer II and/or by E-Mail: cris.villarreal@co.hidalgo.tx.us

By:


Area Sales Manager john.delagarza@ergon.com

Date:

7/9/09

John De la Garza

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4876. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Villarreal

Cris Villarreal, Buyer II
Hidalgo County Purchasing Department

xc: Darlene Betancourt-Procurement Process & Data Manager
darlene.betancourt@co.hidalgo.tx.us

Sandy Suarez, Buyer
sandy.suarez@co.hidalgo.tx.us

REQUIREMENTS AGREEMENT

C-08-324-10-14

THIS AGREEMENT (the "Agreement") is entered into effective as of **October 14, 2008** by and between **Ergon Asphalt & Emulsions, Inc., a Mississippi Corporation** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six months; 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 "**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**" in the areas of **HIDALGO COUNTY** projects for a period of **six (6) months from October 14, 2008 to April 14, 2009** with the option to renew for an additional six (6) months. Prior to expiration of term of contract, County may extend this agreement for an additional sixty (60) days grace period. (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or

amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Buyer: Hidalgo County
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: Ergon Asphalt & Emulsions, Inc.
 Attn: Pat Garrett
 11612 RM, Building 1, Suite 250
 Austin, TX. 78738

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, OCT 14 2008.

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

By: [Signature]
Date: 10-7-08

HIDALGO COUNTY
By: [Signature]
Juan D. Salinas, III, County Judge
Date: OCT 14 2008

ATTEST:
[Signature]
Arturo Guajardo, Jr., County Clerk
Date: _____

Ergon Asphalt & Emulsions, Inc.
By: [Signature]
Printed Name: R. M. McKEMIE

Title: VICE PRESIDENT, MARKETING
Date: OCTOBER 17, 2008

**EXHIBIT “A”
SPECIFICATIONS**

and/or a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

- B. 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.
 - C. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
 - D. The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
 - E. Insurance Certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
 - F. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or service which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
 - G. In the event the material furnished does not meet all the County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
 - H. Hidalgo County reserves the right to seek purchases for "CRS-2 Emulsified Asphalt" from State Contracts whenever it is in the best interest of the County to do so.
 - I. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
 - J. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**
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-
-

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

III. ADDITIONAL INFORMATION

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 participant 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 PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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, 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, September 10, 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, September 12, 2008.

**EXHIBIT “B”
PAYMENT SCHEDULE**

EXHIBIT "B"

HIDALGO COUNTY
(All funding sources, i.e. R&B, CIP, and CAP)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2008-324-09-17-CGV

BID PAGE

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANTITY	DELIVERED PRICE AMOUNT:	ADDITIONAL COST (SPECIFY) :
LOADS OF 1,000 GALLONS OR LESS (ON AN AS NEEDED BASIS)	\$ <u>3.8155</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 1,001 TO 2,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>3.2078</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 2,001 TO 3,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>3.0052</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 3,001 TO 4,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>2.9039</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 4,001 TO 5,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>2.8431</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE

PUMP AND HOSE CHARGE IS \$80.00/LOA

COMPANY NAME:	ERGON ASPHALT & EMULSIONS, INC.	
ADDRESS:	11612 RM 2244, BUILDING 1, SUITE 250	
CITY/STATE/ZIP CODE:	AUSTIN, TEXAS 78738	
PHONE NUMBER:	(512) 469-9292	CELLULAR NUMBER: (254) 715-3921
FAX NUMBER:	(512) 469-0391	
AUTHORIZED SIGNATURE:	<i>David Stroud</i>	
PRINTED NAME:	DAVID STROUD	
TITLE:	REGIONAL SALES MANAGER	
DATE:	SEPTEMBER 9, 2008	

SEP 17 2008

David.Stroud@ergon.com

Bid
for
CRS-2 (Cationic Rapid Setting) Emulsified Asphalt
Bid No: 2008-324-09-17CGV
September 17, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
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: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738

By: David Stroud

Printed Name: DAVID STROUD

Title: REGIONAL SALES MANAGER

SEP 17 2008

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**

Insurance Requirement Acknowledgment

I, DAVID STROUD, authorized representative for ERGON ASPHALT & EMULSIONS, INC.
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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between your Company and the County.)

will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between your Company and the County.) **OR**

have already been met, see attached copy of insurance certificate.

David Stroud
Authorized Representative

9-9-08
Date

Notice to Bidder: Failure to provide Certificates of Insurance to Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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, DAVID STROUD, 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.**

David Stroud
Authorized Signature

SEPTEMBER 9, 2008
Date

ERGON ASPHALT & EMULSIONS, INC.
Company

11612 RM 2244, BUILDING 1, SUITE 250
Address

AUSTIN, TEXAS 78738
City, State, Zip

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2008

PRODUCER Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031		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.	
Ergon -All-All-08-09		INSURERS AFFORDING COVERAGE	
INSURED Ergon Asphalt & Emissions, Inc. P.O. Box 1639 Jackson, MS 39215-1639		INSURER A: Steadfast Insurance Company	NAIC # 26387
		INSURER B: American Zurich Insurance Company	40142
		INSURER C: Steadfast Insurance Company	26387
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BOG9300739-07	08/01/08	08/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP291743510	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	UMB967202800	08/01/08	08/01/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	WVC291716509	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 ENDORSEMENTS/SPECIAL PROVISIONS
 Bid No: 2008-324-09-17CGV

Additional Insured where required by written contract on General Liability and Auto Liability

CERTIFICATE HOLDER HOU-000925303-01

CANCELLATION

Hidalgo County
 Attn: Martha L. Salazar
 100 E. Cano, 4th Floor
 Edinburg, TX 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
 of Marsh USA Inc.
 David B. Gorney

David B. Gorney

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
9-1100-432-00-122-001-0-673 PCT2 SANITATION-R&B R&M SUPPLIES	500.00	500.00	.00	.00	500.00	.00
001	500.00	500.00	.00	.00	500.00	.00
122 COMMISSIONER, PRECINCT 2	500.00	500.00	0	.00	500.00	.00
9-1100-432-00-123-001-0-673 PCT3 SANITATION-R&B R&M SUPPLIES	6,000.00	15,000.00	6,082.16	4,417.84	4,500.00	70.00
001	6,000.00	15,000.00	6,082.16	4,417.84	4,500.00	70.00
123 COMMISSIONER, PRECINCT 3	6,000.00	15,000.00	6082.16	4,417.84	4,500.00	70.00
1100 GENERAL FUND	6,500.00	15,500.00	6,082.16	4,417.84	5,000.00	67.74
1201 R&B PRECINCT 1						
9-1201-431-00-121-005-0-673 PCT1 P/U RD-R&B R&M SUPPLIES	250,000.00	213,029.41	56,990.45	74,701.20	81,337.76	61.82
005	250,000.00	213,029.41	56,990.45	74,701.20	81,337.76	61.82
9-1201-431-00-121-007-0-673 PCT1 LATERAL RD-R&B R&M SUPPLIES	.00	2,097.58	.00	.00	2,097.58	.00
007	.00	2,097.58	.00	.00	2,097.58	.00
9-1201-431-00-121-052-0-673 PCT1 DRAIN IMPRV PRJ-R&B R&M SUPPLIES	.00	2,303.60	.00	.00	2,303.60	.00
052	.00	2,303.60	.00	.00	2,303.60	.00
121 COMMISSIONER, PRECINCT 1	250,000.00	217,430.59	56990.45	74,701.20	85,738.94	60.57
1201 R&B PRECINCT 1	250,000.00	217,430.59	56,990.45	74,701.20	85,738.94	60.57
1202 R&B PRECINCT 2						
9-1202-431-00-122-006-0-673 PCT2 P/U RD-R&B R&M SUPPLIES	111,975.03	119,760.53	20,527.39	6,505.24	92,727.90	22.57
006	111,975.03	119,760.53	20,527.39	6,505.24	92,727.90	22.57
122 COMMISSIONER, PRECINCT 2	111,975.03	119,760.53	20527.39	6,505.24	92,727.90	22.57
1202 R&B PRECINCT 2	111,975.03	119,760.53	20,527.39	6,505.24	92,727.90	22.57
1203 R&B PRECINCT 3						
9-1203-431-00-123-005-0-673 PCT3 P/U RD-R&B R&M SUPPLIES	100,000.00	175,584.41	28,230.29	51,174.58	96,179.54	45.22
005	100,000.00	175,584.41	28,230.29	51,174.58	96,179.54	45.22
123 COMMISSIONER, PRECINCT 3	100,000.00	175,584.41	28230.29	51,174.58	96,179.54	45.22
1203 R&B PRECINCT 3	100,000.00	175,584.41	28,230.29	51,174.58	96,179.54	45.22
1204 R&B PRECINCT 4						
9-1204-431-00-124-007-0-673 PCT4 P/U RD-R&B R&M SUPPLIES	130,000.00	297,039.45	35,314.35	198,156.58	63,568.52	78.60
007	130,000.00	297,039.45	35,314.35	198,156.58	63,568.52	78.60
124 COMMISSIONER, PRECINCT 4	130,000.00	297,039.45	35314.35	198,156.58	63,568.52	78.60
1204 R&B PRECINCT 4	130,000.00	297,039.45	35,314.35	198,156.58	63,568.52	78.60
1212 PARKS PRECINCT 2						
9-1212-452-00-122-008-0-673 PCT2 PARKS-R&B R&M SUPPLIES	75,000.00	64,026.74	.00	.00	64,026.74	.00
008	75,000.00	64,026.74	.00	.00	64,026.74	.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1212 PARKS PRECINCT 2						
122 COMMISSIONER, PRECINCT 2	75,000.00	64,026.74	0	.00	64,026.74	.00
1212 PARKS PRECINCT 2	75,000.00	64,026.74	.00	.00	64,026.74	.00
1213 PARKS PRECINCT 3						
9-1213-452-00-123-008-0-673 PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	3,700.00	.00	.00	3,700.00	.00
008	10,000.00	3,700.00	.00	.00	3,700.00	.00
123 COMMISSIONER, PRECINCT 3	10,000.00	3,700.00	0	.00	3,700.00	.00
1213 PARKS PRECINCT 3	10,000.00	3,700.00	.00	.00	3,700.00	.00
9 YEAR	683,475.03	893,041.72	147,144.64	334,955.44	410,941.64	53.98

AI-16554

9.J.

Request for Proposals for Turnkey Solution for New Doors including Installation/Old Adminsitration Bldg. (3rd Floor)

CC CONSENT

Date: 07/21/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Request by Daniel Flores, Director, Hidalgo County Buildings & Grounds Dept. to permit the solicitation/seeking of proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs and/or interlocals to include, but not limited to, the provision of trades, labor and materials and any other accessories for: Turnkey Solution for Replacement of New Doors to Include Installation for the 3rd. floor of the Old Administration Building (100 E. Cano, Edinburg, Texas) with the scope of work and/or specifications developed and drafted by B & G- Project #09-311-MSS.

BACKGROUND

As requested by Buildings & Grounds Director, Mr. Daniel Flores. Due to quantity of doors needed and the timeline to install proposed doors Mr. Flores is asking authorization to request proposals from Job Order Contractor and/or State Cooperative Purchasing (i.e. Temporary Trades, Labor and materials).

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Fiscal impact is undetermined at this time. Available balance is \$2,205,771.21 as of 7/17/09.

Attachments

Link: [09-311](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 04:43 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 05:01 PM	APRV
3	Olga Garza	Olga Garza	07/17/2009 09:01 AM	APRV
4	Dale Kennan	Dale Kennan	07/17/2009 10:13 AM	APRV
5	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Moises Salazar

Started On: 07/15/2009 05:21
PM

Final Approval Date: 07/17/2009

Moises Salazar

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Wednesday, May 06, 2009 2:15 PM
To: 'Moises Salazar'
Subject: Doors needed for the Third Floor DA's Renovations

As of today, the number of doors needed for the third floor renovation:

Single doors: L/H 6, R/H 7

Side light: R/H 7, L/H 30

1-L/H single door Jam 6 1/8

2-R/H single door Jam 6 1/8

1-L/H w/side light Jam 6 1/8

1-L/H w/side light Jam 5 1/2

1-R/Hw/side light Jam 5 1/2

All other Jams 4 3/4

Door size 35 3/4 width, 83 1/4 height

Jam height 85 1/4 outside measurement, Jam width 54"

Glass width for side light 14 1/4 for side light.

Stairwell 2- 36" Hollow metal doors (2 hour fire rating) 1- L/H and 1- R/H

Storage room 1-24" L/H door

Will send more info when I speak with my carpenter. Will need to bid it out, get a AJOC or State vendor in order to expedite it. Unknown amount at this time?

FYI

AI-16547

9.K.

**Hidalgo County CSCD Projects
CC CONSENT**

Date: 07/21/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Requesting authority to advertise and approval of procurement packets (i.e. legal notice, specifications/requirements, qualifications, draft State contracts) for the following projects:

- A. Request for Proposal- No.: 2009-279-Polygraph Examination Services;
- B. Request for Qualifications -No.: 2009-287-Physician Services for Residents at the Restitution Center;

BACKGROUND

Fiscal Impact

FISCAL YEAR: Plygrph- 9 **ACCT. #:** 1297-423-00-320-002-0-339

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

BUDGETARY IMPACT:

Fiscal Year 2010- new fiscal year to commence September 2009.

FISCAL YEAR: Plygrph-9 **ACCT. #:** 1297-423-00-320-015-0-339

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

BUDGETARY IMPACT:

Fiscal Year 2010- new fiscal year to commence September 2009.

FISCAL YEAR: Phys- 9 **ACCT. #:** 1297-423-00-320-005-0-339

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

BUDGETARY IMPACT:

Fiscal Year 2010- new fiscal year to commence September 2009.

Attachments

Link: 09-279 Polygraph Examinations

Link: 09-287-Physician Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:53 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/17/2009 09:45 AM	APRV
4	Auditor's Office		07/17/2009 05:19 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 07/15/2009 03:56 PM

Final Approval Date: 07/17/2009

RFP NO: 2009-279-00-00CGV

BUYER II: Griceida (Cris) Villarreal

Tel. No. (956) 318-2626

REQUEST FOR PROPOSALS

**Hidalgo County
Edinburg, Texas**

**“Polygraph Examination Services for
Hidalgo County Community Supervision
and Corrections Department”**

July , 2009

Contact Person:

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539**

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **Hidalgo County CSCD –“Polygraph Examination Services For Community Supervision and Corrections Department”** in accordance with the requirements attached as Exhibit "A" hereto. Proposals should address all specifications set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. **One (1) original and seven (7) copies** of all sealed proposals are required with the Proposers 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: **RFP-2009-279-00-00CGV Hidalgo County-“Polygraph Examination Services for Community Supervision And Corrections Department”** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., JULY , 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 PROPOSAL No.:2009-279-00-00CGV- “Polygraph Examination Services For Community Supervision and Corrections Department”**. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances made to be responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taken into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposals and thoroughly ~~familiarize himself/herself with existing conditions. Proposer should take field dimensions~~ and note all circumstances which affect the dollar amount of the proposal.

- ~~6. Descriptive requirements 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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~
7. No proposal may be withdrawn within ninety (90) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
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: Applicable when products, goods and/or services are to be delivered to the perspective user (department).

. 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 proposer
- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - **Hidalgo County- " Polygraph Examination Services For Community Supervision And Corrections Department"** 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:

Joe Lopez, Executive Director
Hidalgo County Community Supervision and Corrections Department
3100 So. Bus. Hwy 281 Bldg. B
Edinburg, TX 78539
(956) 318-2920

17. Schedule of Events

Proposal Opening, 9:30 AM	____, 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 proposers 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 proposers 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 proposal, and prior to commencement of the actual~~

~~work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

~~. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and 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 proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires,

~~(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.~~

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier of successful proposer in the execution of, or performance under, any contract which may result from proposal 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 proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the requirements 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 Proposal shall be subject to County's approval. Items found to be defective or not meeting requirements shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFP

for

HIDALGO COUNTY

**“Polygraph Examination Services for Community
Supervision and Corrections Department”**

RFP No: 2009-279-00-00CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281, New Administration Building, Edinburg, Texas,
956-318-2626

In accordance with the Requirements , and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposals, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must be submitted with bid packet.

EXHIBIT A

REQUIREMENTS & SCOPE OF SERVICES

RFP NO: 2009-279-00-00CGV

**“POLYGRAPH EXAMINATION SERVICES FOR HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT”**

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**“POLYGRAPH EXAMINATION SERVICES FOR HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT”**

RFP NO: 2009-279-00-00CGV

Overview:

Hidalgo County Community Supervision and Corrections Department (hereinafter referred to as “CSCD”) is soliciting sealed proposals for “Polygraph Examination Services”. The initial term of this contract shall be for two (2) years with County’s sole discretion to extend for an additional one (1) year terms under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of scoring and interpretation of all tests as further described herein. The information provided in the Request for Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “**POLYGRAPH EXAMINATION SERVICES**”. Request For Proposals will be accepted until **9:30 A.M., Wednesday, _____, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-279-00-00CGV

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following information outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that

statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior to contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein as **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability. Contactor shall be in good standing with the Texas Comptroller's Office. A Contractor found to not be in good standing with the Texas Comptroller's Office shall be grounds for disqualification of its RFP or may result in termination of an active contract.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:

Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department staff member time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT: (If applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

Additional Information to Terms and Conditions:

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

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance for such charges or expenses shall be passed onto Hidalgo County.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document. If proposer/participant cannot meet any of the following services/requirement/responsibilities, such exceptions must be noted on the company's cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that RFP respondent possesses that deem him/her qualified as a certified polygraph examiner in good standing.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

TERM OF CONTRACT:

The initial term of the contract shall be for two (2) years with Hidalgo County CSCD's sole discretion to extend/renew for an additional one (1) year terms under the same rates, terms and conditions.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on an **"As Needed Basis"**.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION II- SCOPE OF SERVICES

SERVICES:

Hidalgo County CSCD is soliciting to contract with a certified examiner who is qualified to provide the polygraph examinations on an "As Needed Basis". The proposer shall, in accordance with the terms of this Agreement, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the Department as specified in writing as part of this Agreement) and do all things necessary for, or incidental to, the provision of the services listed, including but not limited to the following:

- The proposer shall provide polygraph examinations upon request by the department;
- The proposer shall score and interpret said test, write and submit a report to the department within 30 days of the interview;
- The proposer shall provide the department and/or its representatives (Community Supervision Officers) the necessary case consultation after a polygraph examination has been completed. This case consultation will be afforded to the department at no extra cost.

PROPOSER'S QUALIFICATIONS:

The Certified Examiner must be recognized by the Joint Polygraph Committee on Offender Testing (JPCOT) and in good standing.

Referrals: The Department retains control over the Defendants referred to Proposer for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the Department for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

Court testimony: Proposer/participant agrees to provide testimony in court, if required, at no additional cost to the Department.

No-Shows: Department will not pay the full rate to the proposer/participant for Defendants who fail to attend sessions or meetings.

Coordination with Department: The proposer shall coordinate the following tasks with the Department:

- The proposer shall inform the Department's representative (Community Supervision Officer) of the client fails to appear for any and all appointments, initial or subsequent;
- The proposer shall submit a statement for payment of services performed within 30 days of the service date to: CSCD, PO BOX 970, Edinburg, Texas, 78540, only after services have been rendered;
- The proposer shall submit the assessment report to the department Director within 10 days of service date;

Confidentiality

The proposer shall treat the client's record as confidential in accordance with federal regulations and state laws. The proposer shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the proposer.

Implementation of Guidelines: The proposer shall adopt and implement workplace guidelines concerning persons with AIDs and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said Proposer and for clients, inmates, patients and residents served by the Proposer in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

SECTION III – SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, the Hidalgo County Community Supervision and Corrections Department (CSCD) and Purchasing Department will grade, score and evaluate the proposals for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS: The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County CSCD will terminate negotiations with the participant and will contact the next highest ranked participant to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES: Any contract awarded to a qualified participant will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c)

~~terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.~~

RFP SUBMISSION: An original and seven (7) copies of RFP's shall be submitted to:

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2009.

DRAFT

**“POLYGRAPH EXAMINATION SERVICES FOR
HIDALGO COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT”**

RFP NO: 2009-279-00-00CGV

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the “Evaluation Criteria”-Exhibit B. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Community Supervision and Corrections Department and Purchasing Department will review, score and evaluate the RFPs received in response to this “Request For Proposals”.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present the grid to the Board of Judges for the purposes of ranking.

1. Proposal price for services: (35 Points)
 - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

 2. Experience/Qualifications: (30 Points)
 - Proposer’s qualifications (e.g. licenses/certificates).
 - Evidence of Proposer’s previous experiences with the services being requested.

 3. Proposer’s Responsiveness to the RFP: (20 Points)
 - Requested information included and thoroughness of response.
 - Understanding and acceptance of the scope of services.
 - Applicable certificates, licenses, permits etc. included in response.
 - All RFP Forms completed.

 4. Ability to commit to all Required Services” (15 Points)

The Participant should provide as much background information as to it’s experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.
-
-
-
-

EVALUATION FORM
“POLYGRAPH EXAMINATION SERVICES FOR
HIDALGO COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT”
RFP NO: 2009-279-00-00CGV

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Proposal price for scope of services: <ul style="list-style-type: none">• In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program	_____	_____

Comments/Rationale: _____

2. Experience/Qualifications <ul style="list-style-type: none">• Proposer's qualifications (e.g. licenses/certificates).• Evidence of Proposer's previous experiences with the services being requested	_____	_____
--	-------	-------

Comments/Rationale: _____

3. Proposer's Responsiveness to the RFP: <ul style="list-style-type: none">• Requested information included and thoroughness of response;• Understanding and acceptance of the scope of services;• Applicable certificates, licenses, permits etc. included in response.• All RFP Forms completed.	_____	_____
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Comments/Rationale: _____

4. Ability to commit to all required services.	_____	_____
--	-------	-------

Comments/Rationale: _____

Provider: _____

Evaluator: _____ Date: _____

July , 2009

Re: **HIDALGO COUNTY**
Request For Proposals:
**"Polygraph Examination Services for Hidalgo County
Community Supervision and Corrections Department"**

RFP NO: 2009-279-00-00CGV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST

“Polygraph Examination Services for Community Supervision and Corrections Department”

RFP NO: 2009-279-00-00CGV

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Specifications/Requirements/Additional Scope Of Services/Proposal Pages, consisting of 8 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer’s Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, IRs W-9 Form, consisting of 7 pages.
9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. State Draft Agreement, consisting of 18 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

Date

SECTION IX

GROUP 4 SERVICES

**(OTHER “NON-TREATMENT”
SERVICES)**

**OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENTS**

**INSTRUCTIONS FOR OFFENDER “NON-TREATMENT”
SERVICE CONTRACTS
(OTHER THAN SUBSTANCE ABUSE)**

The clauses in this section of the manual are required for “non-treatment” service contracts over \$25,000 between the CSCD and service providers. These clauses may also be used for non-substance abuse “treatment” services under \$25,000.

Performance measures must be included for all contracts over \$25,000, and a vendor operational plan (response to the ITB or RFP) must be included for all contracts over \$100,000.

Group 4 Services (“Non-Treatment” Services—Non-Substance Abuse). The following services are identified as “non-treatment” services:

- Blood Specimen Testing
- Education Classes
- GED Classes
- GED Testing
- Literacy Classes
- Employment Preparedness Classes
- Pre-Vocational Classes
- Money Management Classes
- Life Skills
- Electronic Monitoring
- Interpreting Services for the Deaf Offender
- Language Interpreters for Offenders
- Urinalysis Testing
- Psychological Examinations
- Polygraphs
- Psychosexual Assessments
- Psychosexual Evaluations
- Plethysmography
- Psychiatric Assessments
- Neuropsychological Tests
- Personality Tests
- Medical Exams
- Medical Treatment

For questions relating to services not listed, contact the TDCJ-CJAD budget director.

SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT

This Operations Agreement (the "AGREEMENT") is made and entered into by and between
Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the
Judicial District and

("VENDOR")

Address

City, State, Zip

as of the _____ day of _____, 20__.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, _____, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. ~~VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at~~ department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

(TO BE FILLED IN BY CSCD)

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

(TO BE FILLED IN BY CSCD)

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of crime. Performance Measures, along with applicable adjustments, are as follows:

(TO BE DEVELOPED AND FILLED IN BY CSCD - MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR)

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

~~1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. (THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)~~

1.10 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S

~~policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.~~

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.12 AND 1.13 ARE OPTIONAL CLAUSES:

1.12 **Insurance.** **VENDOR** shall provide an adequate plan of insurance that provides: (1) coverage to protect **DEPARTMENT** and the State against all claims, including claims based on violations of civil rights arising from the Services performed by **VENDOR**; (2) coverage to protect the State from actions by a third party against **VENDOR** or any subcontractor of **VENDOR**; and (3) coverage to protect the State from actions by officers, employees, or agents of **VENDOR** or any subcontractor(s). **VENDOR** shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of **DEPARTMENT**, the State and **VENDOR** with the amounts and coverages as required by law, in accordance with the following:

A. Claims that may arise out of or result from **VENDOR'S** actions/operations hereunder, whether such actions/operations are by **VENDOR** or by a subcontractor of **VENDOR**, or by anyone directly or indirectly employed by or acting on behalf of **VENDOR** or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any **VENDOR** employees;
3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than **VENDOR'S** employees;
4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by **VENDOR**, or by (b) any other Person;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages based on violations of civil rights;
7. Claims for damages arising from fire and lightning and other casualties.

B. **VENDOR** shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, **VENDOR** shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with **DEPARTMENT** prior to execution of this **AGREEMENT**. **VENDOR** shall notify **DEPARTMENT** within fifteen (15) days of cancellation of any policy required herein.

~~D. Compliance with the foregoing insurance requirements shall not relieve **VENDOR** from any liability under the indemnity provisions.~~

1.13 **Indemnification.** **VENDOR** shall indemnify and save the **DEPARTMENT**, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of **VENDOR** in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of **VENDOR**, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, **VENDOR**, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of **DEPARTMENT**, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 **Other:** (Specific Department/Program Requirements)

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ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

~~2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.~~

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
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~~(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;~~

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensur e status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

c. ~~The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.~~

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI

INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Executed in _____ County, Texas by _____

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
Vendor Operational Plan
(Required for Contracts with Each Vendor over \$100,000)

DRAFT

EXHIBIT B
Monthly Invoice Form

DRAFT

EXHIBIT C
Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

RFQ NO: 2009-287-00-00CGV

BUYER II: Gricelda (Cris) Villarreal

TEL: 956-318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Hidalgo County Community Supervision And Corrections Department

“Physician Services for Residents at the Restitution Center”

August 00, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Clossner
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE**RFQ NO: 2009-287-00-00CGV**

1. **Sealed Statements of Qualifications** will be received for "**Hidalgo County Community Supervision And Corrections Department-Physician Services**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2009-287-00-00CGV-HIDALGO COUNTYCOMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT-PHYSICIAN SERVICES** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 9, 2008.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2009-287-00-00CGV-HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT-PHYSICIAN SERVICES.

3. **Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.**

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, July ,2009 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by Friday, July , 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting

~~party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.~~

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- a) Name and address of successful vendor
- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation – **“Hidalgo County Community Supervision and Corrections Department-Physician Services for Residents at the Restitution Center”**
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

**Hidalgo County Community Supervision and Corrections Department
Joe Lopez, Executive Director
3100 S. Business Hwy. 281
Edinburg, TX 78539
956-587-6000**

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	<u>August</u> , 2008
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 2802 South Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.
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Request For Qualifications For:
Hidalgo County Community Supervision And Corrections Department
"Physician Services"

RFQ No: 2009-287-00-00CGV

August , 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

**HIDALGO COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**
**"PHYSICIAN SERVICES PHYSICIAN SERVICES FOR RESIDENTS
AT THE RESTITUTION CENTER"**

RFQ NO: 2009-287-00-00-CGV

Hidalgo County is inviting statements of qualifications from qualified physicians to provide "Physician Services for Residents at the Restitution Center" for the Hidalgo County Community Supervision and Corrections Department. Hidalgo County Community Supervision and Corrections Department is seeking to enter into a service contract with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department**" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, _____, 2009. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO
cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, _____, 2009 at 5:00
P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday,
_____,2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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 participant 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.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING- ASIGNMENTS:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

The term of the agreement will be for an initial period of two (2) years with the Hidalgo County Community Supervision and Corrections Department's option to renew for an additional one (1) year term under the same rates, terms and conditions.

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

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter understands the project needs, the work required, and any local issues or concerns. ~~This description should be concise, candid, and limited to 3 pages in length.~~

PROJECT OVERVIEW:

Hidalgo County Community Supervision and Corrections Department overview is to seek a Texas Licensed Physician to provide "Physician Services" for the "Substance Abuse Treatment Facility".

PHYSICIAN QUALIFICATIONS-REQUIREMENTS: Hidalgo County Community Supervision and Corrections Department is seeking to contract with a competent qualified and licensed physician to provide Physician Services for the "Substance Abuse Treatment Facility". This section contains the minimum requirements to qualify as a competent physician to serve as the Physician for Hidalgo County Community Supervision and Corrections Department.

PERSONNEL AND STAFFING:

The Physician should provide an organizational chart for the provision of services and a summary paragraph of the work to be performed by each proposed staff member. Biographic summaries for all proposed personnel shall be provided that highlight the experience relevant to the specific responsibilities. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATION AND SUBMITTAL:

This section will contain any licenses, registrations, certifications as required by Hidalgo County/Hidalgo County Community Supervision and Corrections Department, the State of Texas, etc. including but not limited to those listed below.

- Must be certified (or eligible for certification) by the Board Of Certification of Medicine;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of his/her Professional Liability Insurance (malpractice insurance) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- The qualified physician(s) should provide copies of their permit(s), license(s), certificate(s) in their response;

SCOPE OF SERVICES:

The Physician Services contract will encompass all project-related physician services to Hidalgo County Community Supervision and Corrections Department including, but not limited to, the following:

- The Vendor shall conduct physical examinations of the clients as requested by the Program;
- Said examinations shall consist of a physical examination of the client's body for any physical ~~problems and a tuberculosis tine test;~~
- All tests and examinations will be conducted and/or interpreted by the Service Provider and a written report containing all findings will be submitted to the Program within five (5) working days at no additional cost;

- Vendor will provide two sick call clinics per week as well as be on general call on a daily basis, exception when out of town;
- ~~Sick call will be performed with a licensed vocational nurse/certified nurse assistant present who will organize clinic and follow up on meds and dressings, etc.,~~
- Vendor will participate in coordinating/providing health training for employees such as CPR, first aid at no additional costs to the Program;
- All the clinical services shall be performed and provided on-site;
- Vendor will not be responsible for the actions or lack of actions taken in emergency situations while not on premises;
- Vendor shall maintain a malpractice insurance policy in the minimum amount required by the County Of Hidalgo;
- Hidalgo County/Hidalgo County Community Supervision And Corrections Department will not be responsible and/or pay for "No-Shows";
- Vendor shall provide orientation to Defendants regarding support resources and shall provide HIV counseling;
- The Vendor agrees that he/she shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of the Service Provider and for clients, inmates, patients and residents served by the Service Provider in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04;
- Vendor shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented;
- No subcontractor may be utilized by Vendor unless Hidalgo County Community Supervision and Corrections Department has furnished prior written approval;
- When applicable, records, of identity, diagnosis, prognosis, or treatment of a client(s) shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. Vendor shall notify Hidalgo County Community Supervision and Corrections Department in writing if any legal process required disclosure of a defendant's record and shall obtain written acknowledgment of same from Hidalgo County Community Supervision's director-Mr. Joe Lopez;
- All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45 CFR 76. Note that revocation or suspension of the physician's medical license will be cause for immediate termination of the contract.

PHYSICIAN IS NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of services.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B.

However, after the 100-point evaluation, The Hidalgo County Community Supervision and Corrections Department and Purchasing Department will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

After the RFQs have been reviewed, scored and evaluated, CSCD Director will present a grid to the Hidalgo County Board of Judge's for the purposes of ranking.

Negotiation Process:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Physician for Hidalgo County Community Supervision and Corrections Department.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closser Blvd
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, (DATE) 2009.**

4. Ability to commit all services required.

The physician should provide as much background information as to
It's experience in providing similar services to city, county or any other
governmental agencies. Reference information should be as current as
possible, especially contact persons and telephone numbers.

30 _____

Comments/Rationale For Points: _____

Total

Provider: _____

Evaluator: _____ Date: _____

DRAFT

DRAFT

SECTION IX

GROUP 4 SERVICES

**(OTHER “NON-TREATMENT”
SERVICES)**

**OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENTS**

**INSTRUCTIONS FOR OFFENDER “NON-TREATMENT”
SERVICE CONTRACTS
(OTHER THAN SUBSTANCE ABUSE)**

The clauses in this section of the manual are required for “non-treatment” service contracts over \$25,000 between the CSCD and service providers. These clauses may also be used for non-substance abuse “treatment” services under \$25,000.

Performance measures must be included for all contracts **over \$25,000**, and a vendor operational plan (response to the ITB or RFP) must be included for all contracts **over \$100,000**.

Group 4 Services (“Non-Treatment” Services—Non-Substance Abuse). The following services are identified as “non-treatment” services:

- Blood Specimen Testing
- Education Classes
- GED Classes
- GED Testing
- Literacy Classes
- Employment Preparedness Classes
- Pre-Vocational Classes
- Money Management Classes
- Life Skills
- Electronic Monitoring
- Interpreting Services for the Deaf Offender
- Language Interpreters for Offenders
- Urinalysis Testing
- Psychological Examinations
- Polygraphs
- Psychosexual Assessments
- Psychosexual Evaluations
- Plethysmography
- Psychiatric Assessments
- Neuropsychological Tests
- Personality Tests
- Medical Exams
- Medical Treatment

For questions relating to services not listed, contact the TDCJ-CJAD budget director.

SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

_____ ("VENDOR")

_____ Address

_____ City, State, Zip

as of the _____ day of _____, 20__.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, _____, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. ~~VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at~~ department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

(TO BE FILLED IN BY CSCD)

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

(TO BE FILLED IN BY CSCD)

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of crime. Performance Measures, along with applicable adjustments, are as follows:

(TO BE DEVELOPED AND FILLED IN BY CSCD - MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR)

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

~~1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. (THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)~~

1.10 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S

~~policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.~~

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.12 AND 1.13 ARE OPTIONAL CLAUSES:

1.12 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages based on violations of civil rights;
7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

~~D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.~~

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other: **(Specific Department/Program Requirements)**

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~~2.7 Non-Collusion VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.~~

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
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~~(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;~~

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensur e status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

~~c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.~~

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI

INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

~~7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.~~

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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~~IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.~~

Executed in _____ County, Texas by

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

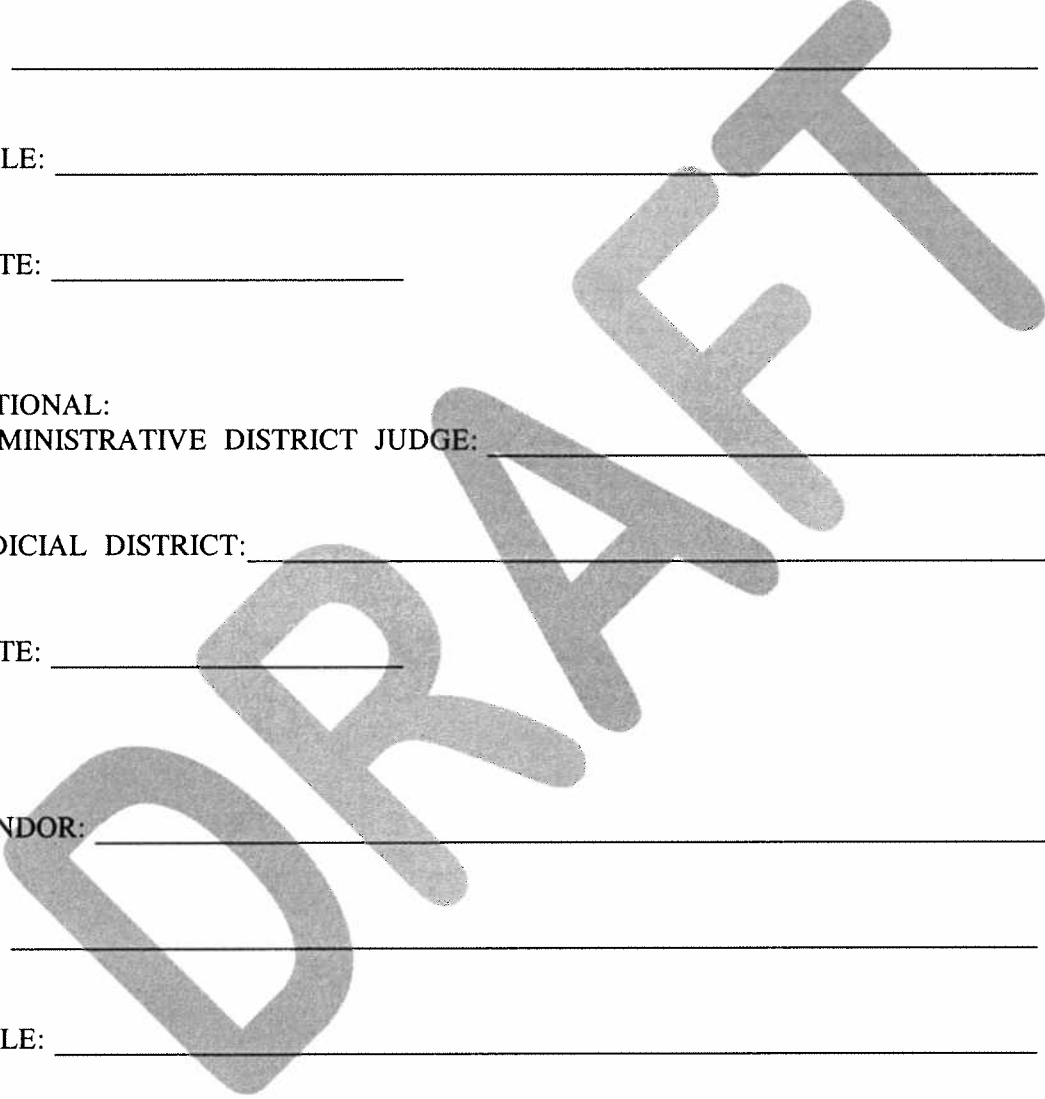


EXHIBIT A
Vendor Operational Plan
(Required for Contracts with Each Vendor over \$100,000)

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EXHIBIT B
Monthly Invoice Form

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EXHIBIT C
Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.
