

**AI-16651**  
**CO WIDE ADM**  
**CC CONSENT**

**2.A.**

Date: 07/28/2009  
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT  
Submitted For: Budget Officer  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Co. Wide Adm. (1100)

BACKGROUND

To fund expenditures for Valley Metro Security Contract.

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available Balance as of 7/23/2009 - - - > \$275,000.00

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	07/23/2009 03:25 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:24 PM	APRV
3	Norma Silva	Norma Silva	07/24/2009 11:00 AM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Damaris San Miguel

Started On: 07/23/2009 02:21 PM

Final Approval Date: 07/24/2009

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**AI-16648**

**2.B.**

**2009- D.A. General Fund Line Item Transfer (1100)**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Roy Cazares, DISTRICT ATTORNEY  
 Submitted For: Roy Cazares  
 Department: DISTRICT ATTORNEY  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney (1100)

BACKGROUND

Need to purchase books (2009 penal code & code of criminal procedures - available on August 2009) plus continue to pay for books being published by West Thompson on case law. We had to purchase books for Mr. Tony Mendoza at the start of 2009 and that exhausted all our funds.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 07-24-09

Attachments

Link: [DAGENFLIT04](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 11:19 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/24/2009 10:27 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Roy Cazares  
 Started On: 07/23/2009 10:36 AM  
 Final Approval Date: 07/24/2009

## INTRA-DEPARTMENTAL TRANSFER

DATE: 7/28/2009

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 9-1100-412-00-080-002-0-XXX - GENERAL FUND

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government

Code Chapter 111, Subchapter C.

CONTACT PERSON: Roy Cazares

PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM				TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME			OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	→	640	Reference Materials	\$	6,000.00
		→				
		→				
		→				
		→				
		→				
		→				
		→				
		→				
		→				
		→				
<b>TOTAL</b>					<b>\$</b>	<b>6,000.00</b>

REASON: Need to purchase books (penal & code of criminal procedures books).



for RENE GUERRA  
CRIMINAL DISTRICT ATTORNEY

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_ / \_ / \_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-16596**

**2.C.**

**Intra- Elections Prog 10 072109**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Veronica Lopez, ELECTIONS DEPT.  
 Submitted For: Yvonne Ramon  
 Department: ELECTIONS DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Elections Dept. (1283)

**BACKGROUND**

Program 10

**Fiscal Impact**

FISCAL YEAR: 2009                      ACCT. #: 9-1283-414-00-130-010-8-XXX  
 FUNDS AVAILABLE Y/N?: Yes            MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 346 --> 336 \$19,110.00  
 Available balance as of 07-22-09  
  
 583 --> 336 \$112.41  
 Available balance as of 07-22-09

**Attachments**

Link: [Intra- Electons Prog 10 072108](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	07/21/2009 05:37 PM	APRV
2	Budget & Management	Erika Zamora	07/22/2009 08:41 AM	APRV
3	JC Carreon	JC Carreon	07/22/2009 10:27 AM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Veronica Lopez                      Started On: 07/21/2009 11:18 AM  
 Final Approval Date: 07/24/2009



**AI-16647**

**2.D.**

**Intra- 2008 Ch. 19**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Veronica Lopez, ELECTIONS DEPT.  
Submitted For: Yvonne Ramon  
Department: ELECTIONS DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Elections Dept. (1283)

BACKGROUND

2008 Chapter 19

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1283-414-00-130-018-8-XXX  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
336 --> 432 \$1,448.60  
Available balance as of 07/23/09

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Attachments

Link: [Intra- 2008 Ch. 19 072309](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 11:19 AM	APRV
2	Norma Silva	Norma Silva	07/23/2009 02:41 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Veronica Lopez  
Started On: 07/23/2009 09:57 AM  
Final Approval Date: 07/24/2009

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**AI-16620**

**2.E.**

**Intra- HAVA Prog 006 072209**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Veronica Lopez, ELECTIONS DEPT.  
 Submitted For: Yvonne Ramon  
 Department: ELECTIONS DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Elections Dept. (1283)

**BACKGROUND**

Program 006

**Fiscal Impact**

FISCAL YEAR: 2009                      ACCT. #: 9-1283-414-00-130-006-6-XXX  
 FUNDS AVAILABLE Y/N?: Yes            MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 584 --> 583 \$450.00  
 Available balance as of 07/24/09 \$450.00

**Attachments**

Link: [Intra- HAVA Prog 006 072209](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Yvonne Ramon	Yvonne Ramon	07/24/2009 10:17 AM	APRV
2	Budget & Management	Erika Zamora	07/24/2009 10:38 AM	APRV
3	JC Carreon	JC Carreon	07/24/2009 10:52 AM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Veronica Lopez                      Started On: 07/22/2009 02:34 PM  
 Final Approval Date: 07/24/2009

AI-16621

2.F.

Intra- 2007 Ch. 19 072209

CC CONSENT

Date: 07/28/2009  
 Submitted By: Veronica Lopez, ELECTIONS DEPT.  
 Submitted For: Yvonne Ramon  
 Department: ELECTIONS DEPT.  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Dept. (1283)

BACKGROUND

2007 Chapter 19

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1283-414-00-130-018-7-XXX

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

BUDGETARY IMPACT:

336 --> 748 \$9,000.00

Available balance as of 07/22/09 \$9,874.40

336 --> 432 \$874.40

Available balance as of 07/22/09 \$874.40

Attachments

Link: [Intradept Transfer](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvonne Ramon	Angela Garcia	07/22/2009 04:23 PM	APRV
2		Veronica Lopez	Veronica Lopez	07/23/2009 08:23 AM	APRV
3		Yvonne Ramon	Angela Garcia	07/23/2009 08:47 AM	APRV
4		Veronica Lopez	Veronica Lopez	07/23/2009 08:54 AM	APRV
5		Budget & Management	Erika Zamora	07/23/2009 09:09 AM	APRV
6		Veronica Ortiz	Veronica Ortiz	07/23/2009 09:46 AM	APRV
7		Auditor's Office	Angela Garcia	07/23/2009 11:48 AM	APRV
8		Roland Garcia	Rolando Garcia	07/23/2009 01:36 PM	APRV
9		Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Veronica Lopez

Started On: 07/22/2009 02:40 PM

Final Approval Date: 07/24/2009



**AI-16630**

**2.G.**

**Supplies transfer**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Historical Commission (2009)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-451-10-115-033-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
442-->601 - \$300.00; Funding available as of 7/23/09.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:46 PM	APRV
2	Norma Silva	Norma Silva	07/23/2009 02:13 PM	APRV
3	Auditor's Office	Angela Garcia	07/24/2009 05:16 PM	APRV

Form Started By: Angela Garcia

Started On: 07/22/2009 03:41 PM

Final Approval Date: 07/24/2009

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BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 07/22/09

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: HISTORICAL COMMISSION

ACCOUNT NUMBER: 9-1100-451-10-115-033-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
442	EQUIP. & VEHICLE RENTALS	601	OFFICE SUPPLIES	\$300.00
			<b>TOTAL</b>	<b>300.00</b>

REASON: PURCHASE SUPPLIES FOR PHOTO SLIDES

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-16591**

**2.H.**

**16591-7-21-09 line item trans \$5,000**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Mary Garcia, TAX OFFICE  
Submitted For: Armando Barrera Jr.  
Department: TAX OFFICE  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Tax Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
432-->336 - \$5,000.00; Funding available as of 7/22/09.

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Attachments

Link: [lit 16591](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 03:51 PM	APRV
2	Norma Silva	Norma Silva	07/22/2009 09:35 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Mary Garcia  
Started On: 07/21/2009 09:32 AM

Final Approval Date: 07/24/2009

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**AI-16646**

**2.I.**

**Line item transfer**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Aleida Lopez, J.P. 4, 1  
 Submitted For: Aleida Lopez  
 Department: J.P. 4, 1  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - J.P. Pct. 4/PL 1 (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-067-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 661-->584 \$ 150.00; funds available as of 07-23-2009

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 11:17 AM	APRV
2	Ana Galvan	Anna Galvan	07/23/2009 02:58 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Aleida Lopez

Started On: 07/23/2009 09:42 AM

Final Approval Date: 07/24/2009

**BUDGET INTRADEPARTMENTAL TRANSFER**

**AI-16646**

DATE: July 23, 2009

DEPARTMENT HEAD: Charlie Espinoza

DEPARTMENT NAME: Justice of the Peace Pct. 4, Pl. 1

ACCOUNT NUMBER: 9-1100-412-00-067-001-0-XXX

CONTACT PERSON: Aleida S. Lopez PHONE: 956-380-4473 Ext. 4103

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
661	<b>Minor office furniture &amp; Equipment</b>	584	<b>Registration fees</b>	\$ 150.00
			<b>TOTAL</b>	\$ 150.00

**REASON:** Transfer needed to pay registration fees.

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**Intradepartmental transfer - Jag grant**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Auxiliary Court - Jag Grant (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1282-412-00-115-047-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

116-->113 \$ 28.98; available balance as of 7/23/09 \$ 28.98  
211-->113 \$274.94; available balance as of 7/23/09 \$274.94  
212-->113 \$ 3.57; available balance as of 7/23/09 \$ 3.57  
230-->113 \$332.37; available balance as of 7/23/09 \$332.37  
250-->113 \$603.23; available balance as of 7/23/09 \$620.16  
250-->115 \$ 3.69; available balance as of 7/23/09 \$620.16  
250-->220 \$ 13.24; available balance as of 7/23/09 \$620.16  
260-->220 \$329.86; available balance as of 7/23/09 \$329.86

Attachments

Link: [LIT Jag grant](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:45 PM	APRV
2	JC Carreon	JC Carreon	07/23/2009 09:07 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Manuel Chapa  
Started On: 07/22/2009 03:22 PM  
Final Approval Date: 07/24/2009



**AI-16595**

**2.K.**

**Line Item Transfer**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Monica Hinojosa, SHERIFF DEPT.  
Submitted For: Monica Hinojosa  
Department: SHERIFF DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Sheriff's Dept. (1100)

BACKGROUND

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Fiscal Impact

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Attachments

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Link: [Line Item Transfer](#)

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Form Routing/Status

Form Started By: Monica Hinojosa  
Started On: 07/21/2009 10:17 AM  
Final Approval Date: 07/24/2009

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**DATE:** 7/21/2009  
**DEPARTMENT HEAD:** SHERIFF GUADALUPE "LUPE" TREVINO  
**DEPARTMENT NAME:** SHERIFF'S OFFICE  
**ACCOUNT NUMBER:** 9-1100-421-00-280-001-0

**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.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
9-1100-421-00-280-001-0	611	→	9-1100-421-00-280-001-0	748	\$3,600.00
9-1100-421-00-280-001-0	611	→	9-1100-421-00-280-001-0	679	\$400.00
9-1100-421-00-280-001-0	540	→	9-1100-421-00-280-001-0	661	\$500.00
9-1100-421-00-280-001-0	540	→	9-1100-421-00-280-001-0	612	\$500.00
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>\$5,000.00</b>

**REASON:**  
**TRANSFER IS BEING REQUESTED DUE TO THE RECLASSIFICATION OF ITEMS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-16597**

**2.L.**

**Intradepartmental Transfer  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Irma Castillo, PLANNING DEPT.  
Submitted For: Irma Castillo  
Department: PLANNING DEPT.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 07-23-09

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 03:53 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/23/2009 09:47 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Irma Castillo  
Started On: 07/21/2009 02:02 PM

Final Approval Date: 07/24/2009

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Raul E. Segin, P.E., C.F.M.

Planning Administrator

**HIDALGO COUNTY  
PLANNING DEPT.**

DATE: July 21, 2009

DEPARTMENT HEAD: Raul E. Segin, P.E.

DEPARTMENT NAME: Planning Department

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

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-419-10-210-001-0-442	Rental of Equip & Veh	→	9-1100-419-10-210-001-0-619	Other Misc. Supplies	\$157.00
9-1100-419-10-210-001-0-442	Rental of Equip & Veh	→	9-1100-419-10-210-001-0-601	Office & Computer Supplies	\$39.75
					<b>\$196.75</b>

Reason: Need to purchase a 25 foot level rod for the Sokkia B21 AutoLevel Surveying Equipment and also 5 field books to log in the surveying/level notes.

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

LIT072809

**AI-16644**

**2.M.**

**WIC**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Margarita Gonzalez, WIC  
Department: WIC  
Agenda Category: 2009 Intradepartmental Transfers

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**Information**

**CAPTION**

2009 - WIC (1292)

**BACKGROUND**

To cover cost for FY 09.

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**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 07/23/2009 423->441; 550->441; 672->431

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**Attachments**

Link: [L/T](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	07/23/2009 11:16 AM	APRV
2	JC Carreon	JC Carreon	07/23/2009 02:28 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Margarita Gonzalez  
Started On: 07/23/2009 08:45 AM  
Final Approval Date: 07/24/2009

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DATE: 07/23/09  
WIC DIRECTOR: NORMA LONGORIA  
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM  
ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC  
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO			
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT	
9.1292.441.00.350.001.9	423 Custodial	→ 9.1292.441.00.350.001.9	441 Building Rentals	11,000.00	
9.1292.441.00.350.001.9	550 Printing & Bind	→ 9.1292.441.00.350.001.9	441 Building Rentals	2,500.00	
9.1292.441.00.350.001.9	672 Equip. & Veh R&M	→ 9.1292.441.00.350.001.9	431 Bldg.R&M	1,000.00	
Total:				14,500.00	

REASON: To cover expenditures

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-16610**

**2.N.**

**Intra Dept. Transfer 7.21.09**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Stephanie Palacios, DISTRICT CLERK  
Submitted For: Laura Hinojosa  
Department: DISTRICT CLERK  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 07-23-09

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Attachments

Link: [LIT 7.21.09](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 09:08 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/23/2009 09:48 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Stephanie Palacios  
Started On: 07/21/2009 05:46 PM  
Final Approval Date: 07/24/2009

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Line Item Transfer

CC CONSENT

Date: 07/28/2009  
 Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION  
 Submitted For: A.A. Tony Pena, Jr.  
 Department: EMERGENCY SERVICES DIVISION  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Fire Marshal's Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 613-->434 \$1,000.00; funds available as of 07/22/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 04:44 PM	APRV
2	Ana Galvan	Anna Galvan	07/22/2009 01:56 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Yolanda Orozco  
 Started On: 07/21/2009 04:26 PM

Final Approval Date: 07/24/2009

DATE: July 28, 2009

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 9-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME
9-1100-422-10-300-001-0-613	Safety Supplies	->	9-1100-422-10-300-001-0-434	Vehicle R& M Service
		->		
		->		
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		->		

REASON: To pay for an Invoice for repairs of a County Vehicle.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COURT



**AI-16626**

**2.P.**

**Budget Line Item Transfer**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Edna Kirby, IT DEPARTMENT  
Submitted For: Renan Ramirez  
Department: IT DEPARTMENT  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - I. T. Dept. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 07-23-09

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Attachments

Link: [Intra-Dept](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:45 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/23/2009 09:51 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Edna Kirby  
Started On: 07/22/2009 03:18 PM

Final Approval Date: 07/24/2009

---

**DATE:** July 28, 2009

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology Dept.

**ACCOUNT NUMBER:** 9-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

<b>FROM OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>TO OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
432	IT COUNTYWIDE-EQUIP&VEH R&M SRV	336	IT COUNTYWIDE-COMPUTER SERVICES	\$5,000.00
<b>TOTAL</b>				<b>\$5,000.00</b>

**REASON:** **Tranfer monies to the correct object code to cover expenses**

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

**AI-16609**  
**LIT 7.21.09**  
**CC CONSENT**

**2.Q.**

Date: 07/28/2009  
Submitted By: Javier Mireles, COUNTY COURT #5  
Submitted For: Javier Mireles  
Department: COUNTY COURT #5  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - County Court at Law#5 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-02-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
890-->535 - \$1,200.00; Funding available as of 7/22/09.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 09:07 AM	APRV
2	Norma Silva	Norma Silva	07/22/2009 09:52 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Javier Mireles  
Started On: 07/21/2009 05:27 PM

Final Approval Date: 07/24/2009

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**AI-16612**  
**TRANSFER**  
**CC CONSENT**

**2.R.**

Date: 07/28/2009  
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.  
Submitted For: Alma Ybarra  
Department: GEN. GOVT. BLDGS.  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Buildings & Grounds (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 07/22/2009 661->452 ; 664->452; 672->452; 679->452;  
739->452; 442->452; 540->452;550->452; 581->452; 583->452; 607->452

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 09:08 AM	APRV
2	JC Carreon	JC Carreon	07/22/2009 09:53 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Alma Ybarra  
Started On: 07/22/2009 08:35 AM  
Final Approval Date: 07/24/2009

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## BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

**DATE:** July 22, 2009

**DEPARTMENT HEAD:** DANIEL FLORES

**DEPARTMENT NAME:** BUILDINGS & GROUNDS

**ACCOUNT NUMBER:** 9-1100-419-40-220-001-0

**CONTACT PERSON:** DANIEL FLORES **PHONE:** 956-289-7850

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM	OBJECT NAME	TO	OBJECT NAME	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
661	MINOR OFFICE EQUIP	452	RENOVATIONS	10,000.00
664	MINOR EQUIP	452	RENOVATIONS	5,000.00
672	EQUIP & VECHILE REP. & MAINT.	452	RENOVATIONS	20,000.00
679	OTHER REPAIR/MAINT.	452	RENOVATIONS	5,000.00
739	OTHER STRUCTURES	452	RENOVATIONS	10,000.00
442	RENTAL	452	RENOVATIONS	10,000.00
540	ADVERTISING	452	RENOVATIONS	2,000.00
550	PRINTING	452	RENOVATIONS	2,000.00
581	IN COUNTY TRAVEL	452	RENOVATIONS	5,000.00
583	OUT OF COUNTY TRAVEL	452	RENOVATIONS	4,000.00
607	JANITORIAL	452	RENOVATIONS	10,000.00
<b>TOTAL</b>				<b>\$83,000.00</b>

**REASON:** FUNDS NEEDED TO COMPLETE THE MANSION / 3RD FLOOR OLD ADMIN.BLDG RENOVATIONS

\_\_\_\_\_  
 \_\_\_\_\_  
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\_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
 CC DATE

\_\_\_\_\_  
 APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
 ATTEST COUNTY CLERK

**AI-16650**

**2.S.**

**2009 Pct. #1 Parks (1211)**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: JOANN GONZALEZ, COMM. PCT. #1  
 Department: COMM. PCT. #1  
 Agenda Category: 2009 Intradepartmental Transfers

**Information**

**CAPTION**

2009 - Pct. #1 Parks (1211)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 07-24-09

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 02:22 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/24/2009 10:25 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: JOANN GONZALEZ  
 Started On: 07/23/2009 02:02 PM  
 Final Approval Date: 07/24/2009



AI-16629

2.T.

2009 Pct#1 R&B (1201)

CC CONSENT

Date: 07/28/2009
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 R&B (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
681-->748 \$ 2,500.00; funds available as of 07-23-2009

Attachments

Link: Line Item Transfer

Form Routing/Status

Table with 3 columns: Route Seq, Inbox, Approved By Date, Status. Contains routing history for Budget & Management, Ana Galvan, and Auditor's Office.

DATE: July 27, 2009

MEETING REQUEST DATE: July 28, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 ROAD & BRIDGE

ACCOUNT NUMBER: 9-1201-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM								TO											
ACCOUNT NUMBER								ACCOUNT NUMBER								AMOUNT			
9	-1201	-431	-00	-121	-005	-0	681	Vehicle R&M Supplies	9	-1201	-431	-00	-121	-005	-0	748	Other Equipment	\$	2,500.00
																		\$	2,500.00

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

NOE MONTEZ  
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

AI-16632

2.U.

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 07/28/2009
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 07/24/2009 604->619; 431->607; 350->432

Attachments

Link: LIT

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By Date, Status. Contains routing history for Erika Zamora, JC Carreon, and Angela Garcia.



**AI-16643**

**2.V.**

**Budget Line Item Transfer for Equipment rental  
CC CONSENT**

Date: 07/28/2009  
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 \$85,566.76 as of 07/22/2009.  
from 731----->442 in the amount of \$5,000.00.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 08:47 AM	APRV
2	Norma Silva	Norma Silva	07/23/2009 02:29 PM	APRV
3	Auditor's Office	Angela Garcia	07/24/2009 11:20 AM	APRV
4	Norma Silva	Norma Silva	07/24/2009 11:27 AM	APRV
Form Started By: Yolanda Cisneros			Started On: 07/22/2009 05:46 PM	
Final Approval Date: 07/24/2009				

**HIDALGO COUNTY PRECINCT #2  
HECTOR "TITO" PALACIOS,  
COUNTY COMMISSIONER**

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**FACSIMILE TRANSMITTAL SHEET**

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TO: Veronica Ortiz	FROM: Yoli Cisneros
COMPANY:	DATE: 7/23/2009 9:50:48 AM
FAX NUMBER: 956-292-7035	NUMBER OF PAGES: 2
PHONE NUMBER	SENDER'S FAX NUMBER: (956) 787-4683

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PLEASE RECYCLE

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NOTES/COMMENTS:

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Veronica,  
Sending you the revised LIT for AI-16643. If you can also include the information on the  
Fiscal Impact.  
Thanks  
Yoli C

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THANK YOU!!!!

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E-Mail Address: [yoli.cisneros@co.hidalgo.tx.us](mailto:yoli.cisneros@co.hidalgo.tx.us)

**If you have any problems in receiving this fax, please call  
(956) 787-1891**

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**301 EAST STATE  
PHARR, TEXAS 78577**

DATE: July 22, 2009

**2009**  
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

REVISED: AI-16643

DEPARTMENT NAME: Hidalgo County Precinct No. 2

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	ROADS AND ROAD IMPROVEMENTS	442	EQUIPMENT & VEHICLE RENTAL	\$5,000.00
841	AID TO GOVERNMENT AGENCIES	346	HAULING SERVICES	\$25,000.00
<b>TOTAL</b>				<b>\$30,000.00</b>

REASON: Transfer needed for expected expenditures for the department.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

7/22/2009  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-16631**

**2.W.**

**Budget Line Item Transfer for Community Resource Center  
CC CONSENT**

Date: 07/28/2009  
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 South Tower CRC (1100)

**BACKGROUND**

Starr Telcommunication Quote #324 for Projector.

**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-082-0-XXX

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

**BUDGETARY IMPACT:**

Funding available in the amount of \$35,748.12 as of 7/22/2009.  
from 739----->431 in the amount of \$500.00.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:47 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/23/2009 09:46 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 07/22/2009 03:53 PM	
Final Approval Date: 07/24/2009				



**AI-16636**

**2.X.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Norma Ceballos, COMM. PCT. #3  
 Department: COMM. PCT. #3  
 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-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 679-->855 \$ 200.00; funds available as of 07/23/2009

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:48 PM	APRV
2	Ana Galvan	Anna Galvan	07/23/2009 01:53 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Norma Ceballos  
Started On: 07/22/2009 04:39 PM

Final Approval Date: 07/24/2009

**INTRADEPARTMENTAL TRANSFER**

**AI-16636**

DATE: July 28, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

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

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
679	Pct #3 Parks-Other R&M Supplies	855	Pct #3 Parks-Late Fees, Penalties & Fin
			<b>TOTAL</b>

REASON: Expected Expenses

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**INTRADEPARTMENTAL TRANSFER**

**AI-16636**

**INTRADEPARTMENTAL TRANSFER**

**AI-16636**

<b>AMOUNT</b>	
\$	<b>200.00</b>
\$	<b>200.00</b>

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TY CLERK

**INTRADEPARTMENTAL TRANSFER**

**AI-16636**

**AI-16615**

**2.Y.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Norma Ceballos, COMM. PCT. #3  
 Department: COMM. PCT. #3  
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 R&B (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

434-->748 - \$215.87; Funding available as of 7/23/09.  
 663-->748 - \$ 47.05; Funding available as of 7/23/09.  
 681-->748 - \$952.37; Funding available as of 7/23/09.  
 684-->748 - \$125.36; Funding available as of 7/23/09.  
 890-->748 - \$358.35; Funding available as of 7/23/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:42 PM	APRV
2	Ana Galvan	Anna Galvan	07/23/2009 03:01 PM	APRV
3	Norma Silva	Norma Silva	07/23/2009 03:26 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Norma Ceballos			Started On: 07/22/2009 12:01 PM	
Final Approval Date: 07/24/2009				

# INTRA-DEPARTMENTAL TRANSFER

DATE: 07/28/09

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
434	Vehicle.- R&M Services	748	Other Equip.	\$ 215.87
663	Small Tools	748	Other Equip.	\$ 47.05
681	Vehicle R&M Supplies	748	Other Equip.	\$ 952.37
684	Tires & Tubes	748	Other Equip.	\$ 125.36
890	Other	748	Other Equip.	\$ 358.35
<b>TOTAL</b>				<b>\$ 1,699.00</b>

**REASON:** For Expected Expenses

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-16619**  
**Pct #3 Transfer**  
**CC CONSENT**

**2.Z.**

Date: 07/28/2009  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION  
2009 - Pct. #3 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
432-->431 - \$900.00; Funding available as of 7/23/09.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:42 PM	APRV
2	Norma Silva	Norma Silva	07/23/2009 02:03 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Norma Ceballos  
Started On: 07/22/2009 02:32 PM

Final Approval Date: 07/24/2009

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## INTRA-DEPARTMENTAL TRANSFER

DATE: July 28, 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
432	Pct #3 Sanitation Equip & Veh R&M Srv	431	Pct #3 Sanitation Bldg & Other Struc	\$ 900.00
<b>TOTAL</b>				<b>\$ 900.00</b>

**REASON:** To cover expected expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-16668**

**2.AA.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2009 Intradepartmental Transfers

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Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

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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 07/24/2009 890->439

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:02 PM	APRV
2	JC Carreon	JC Carreon	07/24/2009 04:10 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Norma Ceballos

Started On: 07/24/2009 03:55 PM

Final Approval Date: 07/24/2009

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# INTRA-DEPARTMENTAL TRANSFER

DATE: July 28, 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
890	Pct #3 Sanitation - Other	439	Pct #3 Sanitation Other R&M Srv.	\$ 25.00
<b>TOTAL</b>				<b>\$ 25.00</b>

**REASON:** To cover expected expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-16671

2.BB.

**LIT - Drainage Improvement Project Pct#4  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Drainage Improvement Project C.O.'s (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-036-0-890  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
890-->742 \$16,089.00; funding available as of 7-24-09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:49 PM	APRV
2	Norma Silva	Norma Silva	07/24/2009 05:15 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Manuel Chapa  
Started On: 07/24/2009 04:33 PM  
Final Approval Date: 07/24/2009



Pipeline Permits

CC CONSENT

Date: 07/28/2009
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. Approximately 1,577' west of the centerline of FM 88 on the south side of Charles Green Rd- Bore- NAWSC- 2" Bore w/ 1" Tap.
b. Approximately 390' west of the centerline of Kenyon Rd on the south side of Mile 21N (AKA Benito Ramirez Rd)- Bore- Alegria Subdivision- 3/4" service connection
2. AT & T:
a. Place buried fiber optic cable at a depth of 3 1/2 ft. along W. Rogers Rd.

BACKGROUND

Fiscal Impact

Attachments

Link: PERMITS

Form Routing/Status

Table with 3 columns: Route Seq, Inbox, Approved By Date, Status. Contains 4 rows of routing information and summary text like 'Form Started By: Sandra Garcia' and 'Final Approval Date: 07/24/2009'.

No FEE  
As per Joe P. @ Row  
Legal Counsel

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 28th 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. Approximately 1,577' west of the centerline of FM 88 on the south side of Charles Green Rd- Bore- NAWSC  
2" Bore w/ 1" Tap

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 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.

~~FEE: \$ 3.75~~  
NO FEE

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 28th 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 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. Approximately 390' west of the centerline of Kenyon Rd on the south side of Mile 21N (AKA Benito Ramirez Rd) – Bore- Alegria Subdivision- 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 28th 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:**

- 3. Place buried fiber optic cable at a depth of 3 ½ ft. along W. Rogers Rd.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a fiber optic cable 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.

**AI-16645**

**5.A.**

**Tax Office Refunds**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Norma Briones, TAX OFFICE  
 Submitted For: Norma Briones  
 Department: TAX OFFICE  
 Agenda Category: Tax Refunds

**Information**

**CAPTION**

ACCOUNT NUMBER	TAX PAYER	PAYER	AMOUNT
1.R3297.00.000.0003.00	Amreit River Valley LP	National Tax Search LLC	\$16,641.06
2.R3297.00.000.002B.00	Amreit River Valley LP	National Tax Search LLC	\$10,579.58
3.W2300.00.000.0000.10	Economic Deve Corp. of Weslaco	Economic Deve Corp. of Weslaco	\$10,474.32
4.M2650.00.002.0003.00	Shri Nanak Properties LLC	Shri Nanak Properties LLC	\$5,418.66
5.C1400.99.065.0009.11	Copart Salvage	Copart Salvage	\$5,491.81
6.S2950.00.000.0415.30	Alleyn, Robert E.	Alleyn, Robert E.	\$4,733.04
7.A2607.99.000.0001.02	Lonestar National Bank	Exclusive Coverings Inc.	\$8,317.20
8.G4120.01.000.000A.00	Delgadillo, Omar Eliud	Country Wide	\$3,370.55
9.S2950.00.000.0247.65	Santa Lucia Investments LTD	Santa Lucia Investments LTD	\$15,833.59
10.R5250.99.019.0086.02	Medina's Pharmacy	Alamo Drugs LTD	\$3,498.10

**BACKGROUND**

**Fiscal Impact**

**Attachments**

- Link: [APPLICATION 1](#)
- Link: [APPLICATION 2](#)
- Link: [APPLICATION 3](#)
- Link: [APPLICATION 4](#)
- Link: [APPLICATION 5](#)
- Link: [APPLICATION 6](#)
- Link: [APPLICATION 7](#)
- Link: [APPLICATION 8](#)
- Link: [APPLICATION 9](#)
- Link: [APPLICATION 10](#)

Link: [LETTER 1](#)

Link: [LETTER 2](#)

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	07/23/2009 11:16 AM	APRV
2	Perla Lopez	Perla Lopez	07/23/2009 02:49 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Norma Briones  
Started On: 07/23/2009 09:00 AM

Final Approval Date: 07/24/2009

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**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>AMREIT RIVER VALLEY LP PAID BY: NATIONAL TAX SEARCH LLC</b>
	Present mailing address (number and street) <b>8 GREENWAY PLAZA STE 1000</b>
	City, town or post office, state, ZIP code <b>HOUSTON, TX 77046-0890</b>
	<b>Phone (area code and number)</b>


Legal description (or attach copy of the tax bill or tax receipt): **RIVER VALLEY LOT 3**


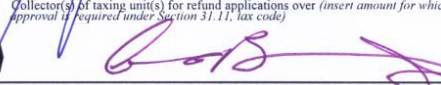
<b>Step 2: Describe the property</b>	Address or location of property:
	<b>R660192</b>
	Account number of property: <span style="float: right;">Tax receipt number:</span>
	<b>R3297.00.000.0003.00</b> <span style="float: right;">OR</span>

<b>Step 3: Give the tax payment information</b>	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	12/31	/ 2008	\$ 99783.82
2. ALL ENTITIES	2007	01/08	/ 2008	\$ 96784.92	\$ 7564.43
3.			/	\$	\$
4.			/	\$	\$
5.			/	\$ TOTAL	\$ 16641.06

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDER # C-2209-07-D**

MM

<b>Step 4: sign the form</b>	"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."	
	<b>sign here</b> 	<b>Date of application for tax refund</b>
	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.	

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 7-17-09</u>
	<b>sign here</b> 	Date <b>7/22/09</b>	
	<b>sign here</b> 	Date <b>7/16/09</b>	

7/17

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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

<b>Step 1: Owner's name and address</b>	Owner's name AMREIT RIVER VALLEY LP PAID BY: NATIONAL TAX SEARCH LLC*
	Present mailing address (number and street) 8 GREENWAY PLAZA STE 1000
	City, town or post office, state, ZIP code HOUSTON, TX 77046-0890
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): RIVER VALLEY LOT 2B

<b>Step 2: Describe the property</b>	Address or location of property: R686962 *
	Account number of property: R3297.00.000.002B.00 *
	Tax receipt number: OR

<b>Step 3: Give the tax payment information</b>	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 *	12/31 / 2008	\$ 40460.62 *	\$ 7921.81 *
	2. ALL ENTITIES	2007 *	01/08 / 2008	\$ 34668.68 *	\$ 2657.77 *
	3.		/	\$	\$
	4.		/	\$	\$
	5.		/	\$ TOTAL	\$ 10579.58 *
Taxpayer's reason for refund (attach supporting documentation): COURT ORDER # C-2209-07-D*					
MM					

<b>Step 4: sign the form</b>	"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 <b>sign here</b> [Signature]	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.	

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>SK 7-17-09</u>
	Authorized officer <b>sign here</b> [Signature]	Date 7/22/09	
	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) <b>sign here</b> [Signature]	Date 7/16/09	

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>ECONOMIC DEVE CORP OF WESLACO</b>
	Present mailing address (number and street) <b>305 W RAILROAD ST</b>
	City, town or post office, state, ZIP code <b>WESLACO, TX 78596</b>
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **WESLACO ORIGINAL TOWNSITE**

<b>Step 2: Describe the property</b>	Address or location of property:
	<b>R321489</b>
	Account number of property: <b>W2300.00.000.0000.10</b> OR Tax receipt number:

<b>Step 3: Give the tax payment information</b>	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	1/15 / 2009	\$ 10474.32	\$ 10474.32
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 10474.32
Taxpayer's reason for refund (attach supporting documentation): <b>SUPP#10 REF ACCT COMBINED WITH W2300.00.000.0000.05(DUE) PER APPROVAL FROM TAXING UNITS AND REQUEST BY PROPERTY OWNER HF Apply full amount to R321488</b>					

<b>Step 4: sign the form</b>	"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.	

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 7-17-09</u>
	Authorized officer sign here	Date <b>7/22/09</b>	
	Collecting tax unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date <b>6/29/09</b>	

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2173</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>SHRI NANAK PROPERTIES LLC</b>
	Present mailing address (number and street) <b>108 BLUEBIRD</b>
	City, town or post office, state, ZIP code <b>MCALLEN, TX. 78504</b>
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **MCCOLL TRACT LOT 3 BLK 2**

<b>Step 2: Describe the property</b>	E2.50 N22.10 AC 2.28 AC NET	
	Address or location of property:	
	<b>R230911</b>	
	Account number of property: <b>M2650.00.002.0003.00</b>	Tax receipt number:

OR

<b>Step 3: Give the tax payment information</b>	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	/	\$ <b>5418.66</b>
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5.	TOTAL		/	\$	\$ <b>5418.66</b>

Taxpayer's reason for refund (attach supporting documentation): **SUPP 10 OMITTED IMPS GRANT FULL S  
EXEMPTION  
GG**

<b>Step 4: sign the form</b>	"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
	<b>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.</b>	

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>JE 7-17-09</b>
	Authorized officer sign here	Date <b>7/22/09</b>	
	Collector(s) of taxing unit(s) for refund applications over approval is required under Section 31.11, tax code sign here	Date <b>6/29/09</b>	

7/6

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

**Step 1: Owner's name and address**

Owner's name of *Buyer*  
**COPART SALVAGE / HOUSTON COPART SALVAGE AUTO AUCT**

Present mailing address (number and street)  
**4665 BUSINESS CENTER DR**

City, town or post office, state, ZIP code  
**FAIRFIELD, CA 94534**

Phone (area code and number)

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

**Step 2: Describe the property**

**AT 301 MILE 1 EAST ( SEE C1400.93.065.0009)- NEW ACCT 2006**

Address or location of property:

**P688564**

Account number of property: **C1400.99.065.0009.11** OR Tax receipt number: **13612850**

**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	01/30 / 2009	\$ 15207.32	\$ 5491.81
2.		/	\$	\$
3.		/	\$	\$
4.		/	\$	\$
5. TOTAL		/	\$	\$ 5491.81


Taxpayer's reason for refund (attach supporting documentation): **SUPP#10**

**GRANT HS / DP FILED LATE Q/Y 1/1/08**

**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  
sign here 

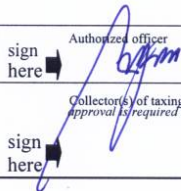
Date of application for tax refund

**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  Approved  Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: **JE 7-17-09**

Authorized officer  
sign here 

Date  
**7/22/09**

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 

Date  
**6/29/09**

7/6

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>ALLEYN, ROBERT E</b>
	Present mailing address (number and street) <b>8330 N SHARY RD</b>
	City, town or post office, state, ZIP code <b>MISSION, TX 78573</b>
	Phone (area code and number)
Legal description (or attach copy of the tax bill or tax receipt): <b>JOHN H SHARY W660'</b>	

<b>Step 2: Describe the property</b>	Address or location of property:
	<b>R282330</b>
	Account number of property: <b>S2950.00.000.0415.30</b>
	Tax receipt number: <b>OR</b>

<b>Step 3: Give the tax payment information</b>	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	1/30 / 2009	\$ 19267.13	\$ 4733.04
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 4733.04

Taxpayer's reason for refund (attach supporting documentation): <b>SUPP#10 GRANT AG USE</b>
<b>HF</b>

<b>Step 4: sign the form</b>	"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
<b>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.</b>		

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>JE 7-17-09</b>
	Authorized officer sign here	Date <b>7/22/09</b>	
	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 <b>6/29/09</b>	

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>LONESTAR NATIONAL BANK ( PAID BY: EXCLUSIVE COVERINGS INC. )</b>
	Present mailing address (number and street) <b>P.O. BOX 1127</b>
	City, town or post office, state, ZIP code <b>PHARR, TX 78577</b>
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **INVERTORY FURNITURE FIXTURES EQUIPMENT**


<b>Step 2: Describe the property</b>	<b>AT 707 WEST FERGUSON ( ALFREDO'S TITLE ) / NEW ACCT 2008</b>	
	Address or location of property:	
	<b>P695475</b>	
	Account number of property: <b>A2607.99.000.0001.02</b>	Tax receipt number: <b>OR 13981566/14051235</b>

<b>Step 3: Give the tax payment information</b>	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	03/31	/ 2009	\$ 5000.00 +
2.			04/30	\$ 5000.00 +	\$
3.			/	\$ Total 10,000	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 8317.20 +

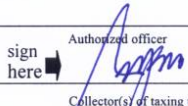

Taxpayer's reason for refund (attach supporting documentation): **SUPP#10**

**CLERICAL ERRORS / SUBMITTED / ENTERED WRONG**

**HF**

<b>Step 4: sign the form</b>	"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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<b>AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JE 7-17-09</b>
	Authorized officer sign here 	Date <b>7/22/09</b>	
	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 <b>6/29/09</b>	

7/6

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>		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) <b>P O BOX 178</b>							
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>		Phone (area code and number) <b>(956) 318-2157</b>					
<b>To apply for a tax refund, the taxpayer must complete the following</b>							
<b>Step 1: Owner's name and address</b>	Owner's name <b>DELGADILLO, OMAR ELIUD (COUNTRY WIDE) †</b>						
	Present mailing address (number and street) <b>405 COZUMEL LN</b>						
	City, town or post office, state, ZIP code <b>SAN JUAN, TX 78589</b>		Phone (area code and number)				
Legal description (or attach copy of the tax bill or tax receipt): <b>GLENDENING # 1 E 222-LOT A</b>							
<b>Step 2: Describe the property</b>	Address or location of property:						
	<b>R179583 †</b>						
	Account number of property: <b>G4120.01.000.000A.00 †</b>		Tax receipt number: <b>OR 12844616</b>				
<b>Step 3: Give the tax payment information</b>	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 †	12/31	/ 2008	\$ 9950.46	\$ 3370.55
	2.				/	\$	\$
	3.				/	\$	\$
	4.				/	\$	\$
	5. TOTAL				/	\$	\$ 3370.55
	Taxpayer's reason for refund (attach supporting documentation): <b>SUPP#10</b>						
<b>CLERICAL ERRORS / WRONG LAND RATE APPLIED</b>							
<b>HF</b>							
<b>Step 4: sign the form</b>	"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			
<b>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.</b>							
<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved						
	Authorized Officer/ sign here			Date <b>7/22/09</b>			
	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 <b>6/29/09</b>			

7/6

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>SANTA LUCIA INVESTMENTS LTD</b> †
	Present mailing address (number and street) <b>6713 S 40TH ST</b>
	City, town or post office, state, ZIP code <b>MCALLEN, TX 78503</b>

Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **JOHN H SHARY S 20.45 AC**

<b>Step 2: Describe the property</b>	Address or location of property:
	<b>R281268</b> †
	Account number of property: <b>S2950.00.000.0247.65</b> †
	Tax receipt number: _____

OR

<b>Step 3: Give the tax payment information</b>	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 †	1/30 / 2009	\$ 15943.20 †	\$ 15833.59 †
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 15833.59 †

Taxpayer's reason for refund (attach supporting documentation): **SUPP#10 GRANTED AG USE**

**HF**

<b>Step 4: sign the form</b>	"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 <b>sign here</b> →	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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<b>AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>SE 7-17-09</u></b>
	Authorized officer <b>sign here</b> →	Date <b>7/22/09</b>	
	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) <b>sign here</b> →	Date <b>6/29/09</b>	

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>ALAMO DRUGS CONCEPCION RAUL MEDINA</b> <i>Med:aq's Pharmacy</i>	<i>Payer: Alamo Drugs LTD</i>
	Present mailing address (number and street) <b>1044 W ACACIA</b>	
	City, town or post office, state, ZIP code <b>ALAMO, TX 78516</b>	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **ZERO 2008 RELOCATED TO**

<b>Step 2: Describe the property</b>	<b>R5250.99.019.0083 INVENTORY SUPPLIES FURNITURE FIXTURES</b>	
	Address or location of property:	
	<b>P688806</b>	Tax receipt number:
	<b>R5250.99.019.0086.02</b>	<b>OR</b>

<b>Step 3: Give the tax payment information</b>	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	1/30	/ 2009	\$ 3498.10
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 3498.10

Taxpayer's reason for refund (attach supporting documentation): **SUPP#10 CLERICAL ERROR**

**PERSONAL PROPERTY NOT TAXABLE TAXES DUE ON ACCT#R5250.99.019.0083.00**

**HF** *Apply to P701422 \$2348.52 / Refund D: ff. \$1,149.58*

<b>Step 4: sign the form</b>	"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 <b>sign here</b>	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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<b>AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE</b> <b>DATE: <u>JE 7-17-09</u></b>
	Authorized officer <b>sign here</b>	Date <b>7/22/09</b>	
	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) <b>sign here</b>	Date <b>6/29/09</b>	

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 22, 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.

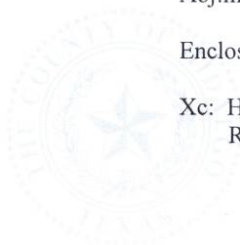
Very truly yours,

Armando Barrera, Jr. RTA

Abj:mm

Enclosure

Xc: Hidalgo County Auditor  
Raymundo Eufracio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector  
**COUNTY of HIDALGO**



*Armando Barrera Jr., RIA*

Assessor and Collector

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

ACCOUNT NUMBER	TAXPAYER	PAYER	AMOUNT
1.R3297.00.000.0003.00	AMREIT RIVER VALLEY LP	NATIONAL TAX SEARCH LLC.	\$16,641.06
2.R3297.00.000.002B.00	AMREIT RIVER VALLEY LP	NATIONAL TAX SEARCH LLC.	\$10,579.58
3.W2300.00.000.0000.10	ECONOMIC DEVE CORP OF WESLACO	ECONOMIC DEVE CORP OF WESLACO	\$10,474.32
4.M2650.00.002.0003.00	SHRI NANAK PROPERTIES LLC.	SHRI NANAK PROPERTIES LLC.	\$ 5,418.66
5.C1400.99.065.0009.11	COPART SALVAGE	COPART SALVAGE	\$ 5,491.81
6.S2950.00.000.0415.30	ALLEYN ROBERT E.	ALLEYN ROBERT E.	\$4,733.04
7.A2607.99.000.0001.02	LONESTAR NATIONAL BANK	EXCLUSIVE COVERINGS INC.	\$8,317.20
8.G4120.01.000.000A.00	DELGADILLO OMAR ELIUD	COUNTRY WIDE	\$3,370.55
9.S2950.00.000.0247.65	SANTA LUCIA INVEST LTD.	SANTA LUCIA INVEST LTD.	\$15,833.59
10.R5250.99.019.0086.02	MEDINA'S PHARMACY	ALAMO DRUGS	\$3,498.10



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

**Approval - Home Rehab applicants  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Estella Webber, URBAN COUNTY  
Department: URBAN COUNTY  
Agenda Category: Urban County

Information

CAPTION

Request for approval of one (1) applicant in the City of Alamo, one (1) applicant in the City of San Juan and one (1) applicant in the City of Mercedes under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
San Juanita C. Lopez Deferred Loan - Elderly Reconstruct Partial Payback	AM 05-09-01	Alamo Precinct #1	HOME 2008	A 0.21 acres of land out of lot "U" re- subdivision of the South One-half of Lot No. 4 Block No. 36 and Lot Nos. 1 & 2 Block No. 37 Alamo Land and Sugar Company Subdivision of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County Texas.
Antonio Solis Deferred - Disabled Reconstruct	SJ 75-09-02	San Juan Precinct #2	HOME 2008	All of Lots 2, 3 & 4, Block 20, Original Townsite of San Juan, Hidalgo County, Texas.
Roberto Castillo Deferred Loan - Disabled Reconstruct	ME 50-09-03	Mercedes Precinct #1	HOME 2008	Lot Seventeen (17) in Block Twelve (12) Garden Park Addition to the City of Mercedes Hidalgo County, Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2008 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban Co. Funds  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Utilizing Urban Co. HOME funds under the 2008 budget.

Attachments

Link: [rehab approvals](#)

Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	07/23/2009 11:15 AM	APRV
2	Perla Lopez	Perla Lopez	07/23/2009 01:59 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Estella Webber  
Started On: 07/22/2009 01:57 PM  
Final Approval Date: 07/24/2009

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## Housing Rehab Program

**ENTITY:** City of Alamo

**PROJECT:** Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2008

**SYNOPSIS:**

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since July 2007, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

**San Juanita C. Lopez**

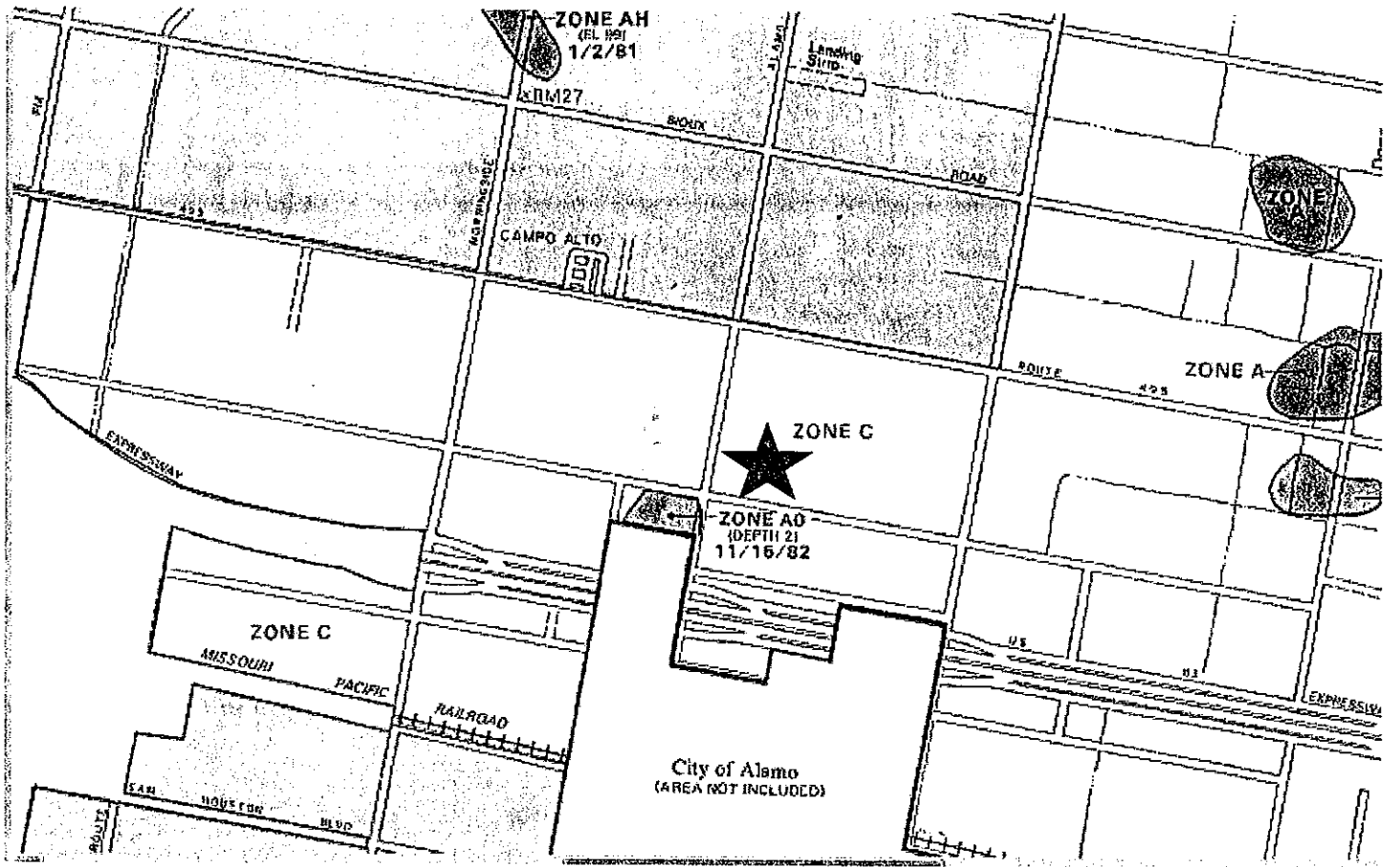
Family of one (1)	
Applicant's age is 70	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$207.00
Debt to Income Ratio:	36%
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	3
Square Feet:	1242
Total annual household income:	\$ 24,746.72
HUD Income Limits (family of 1):	\$ 25,550.00
<b>Deferred Loan-Elderly</b>	

Partial pay back due to additional 1 bedroom

Existing Dwelling: 4 bedrooms frame home, built in 1968.

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

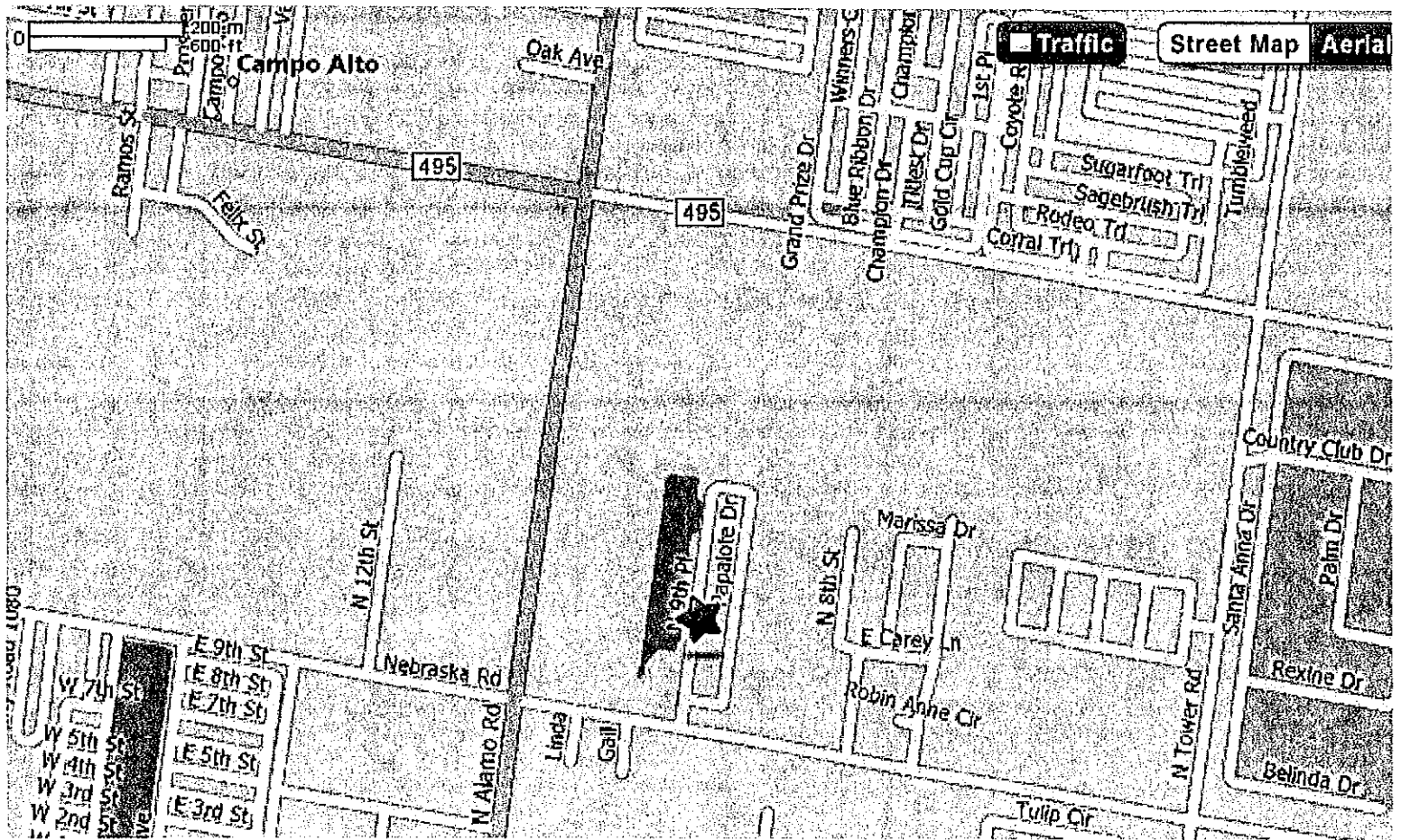


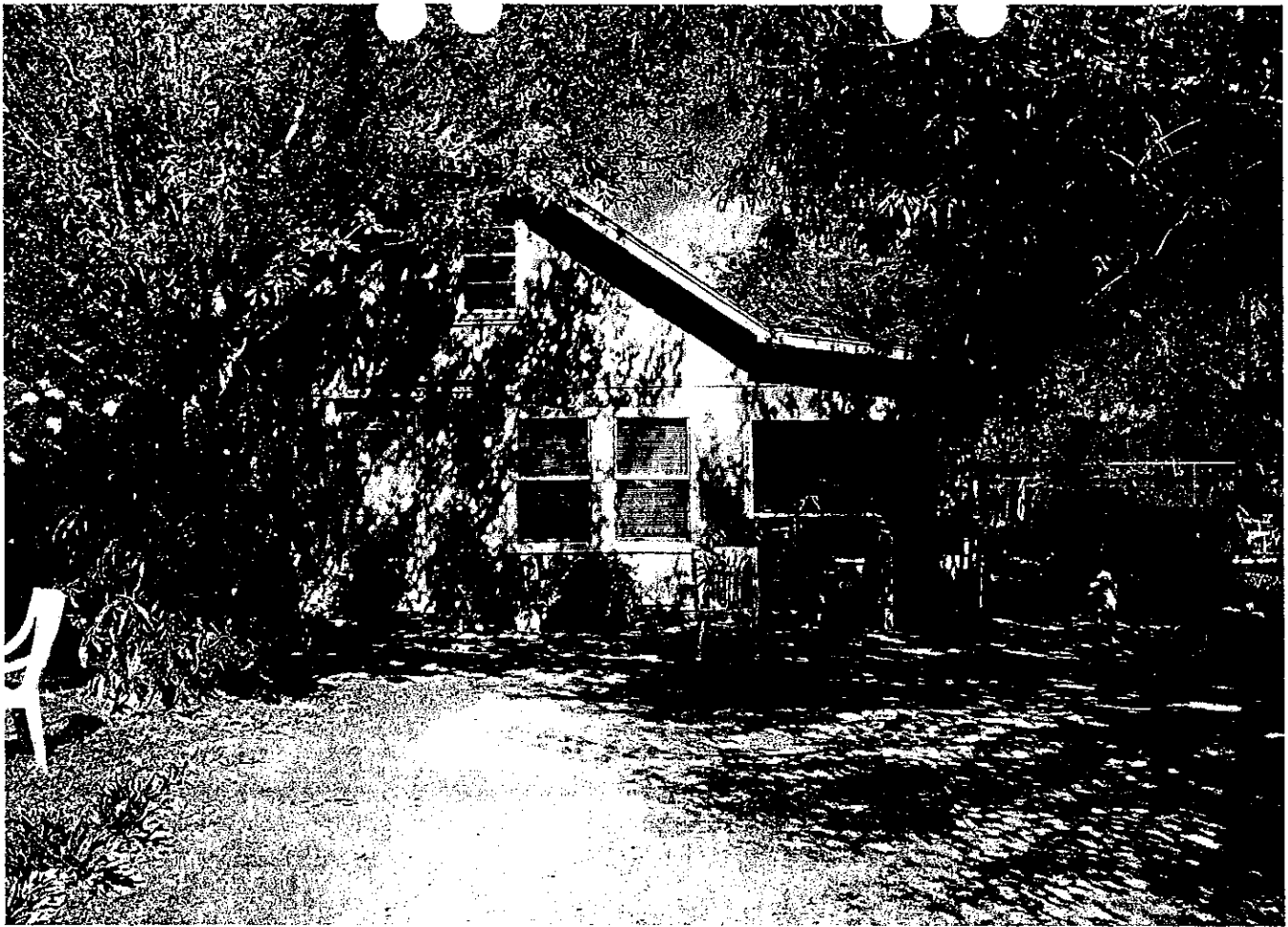
San Juana Lopez 1179<sup>th</sup> Place – Alamo, TX. 782-7666, 475-0989

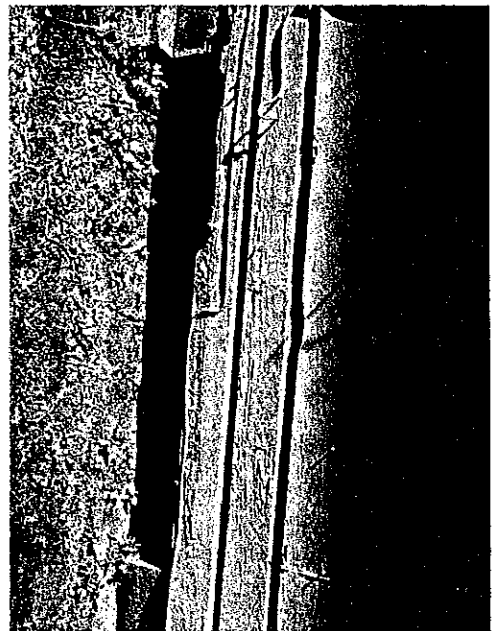
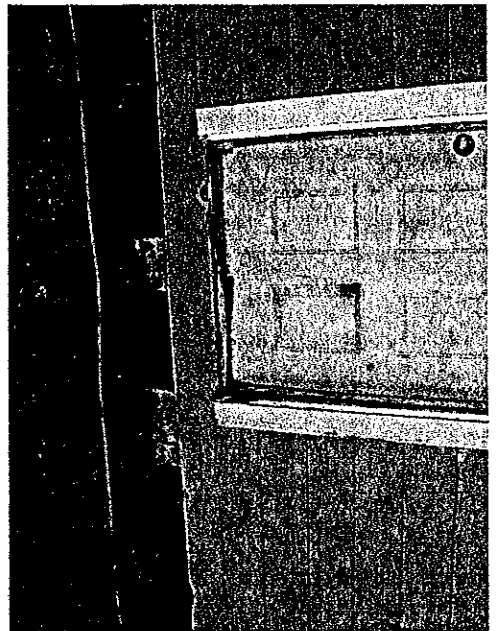
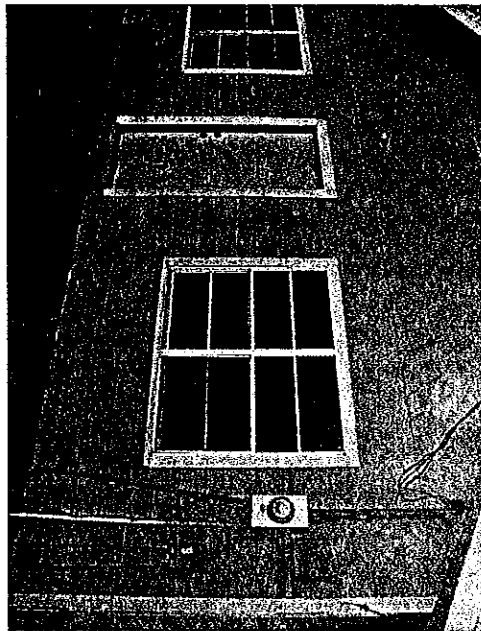
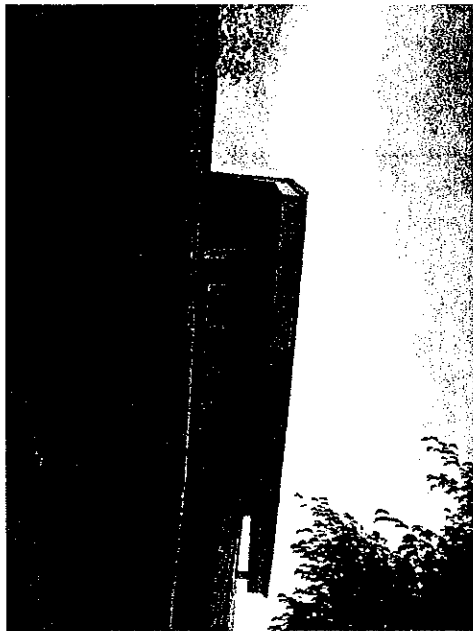
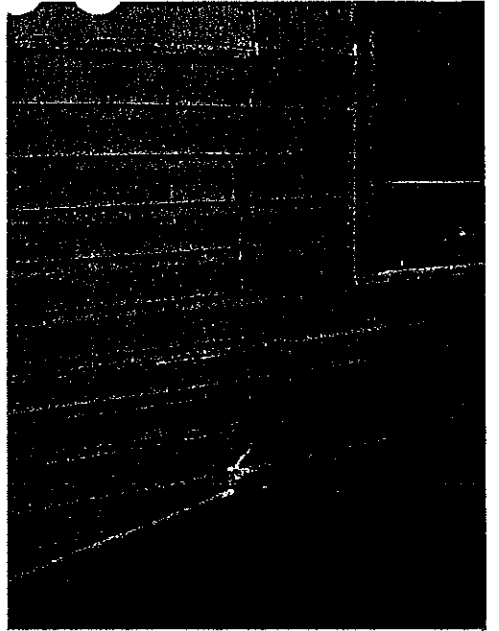
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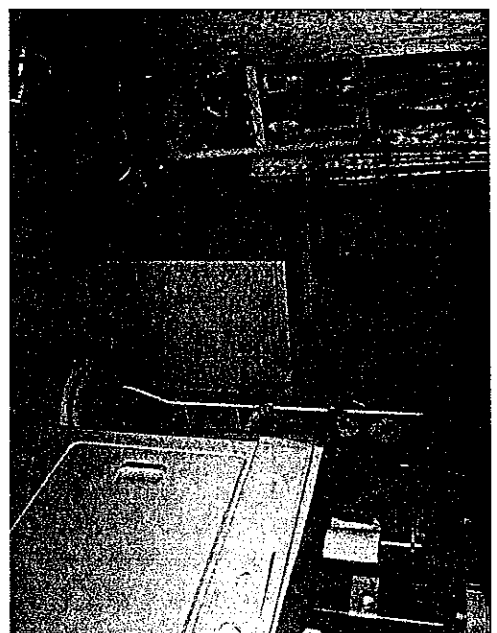
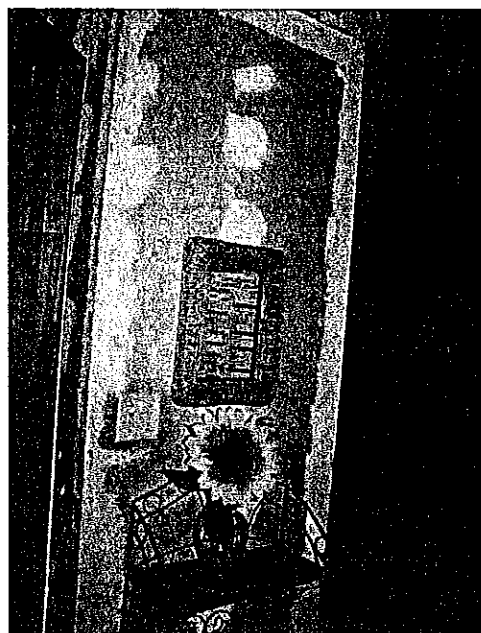
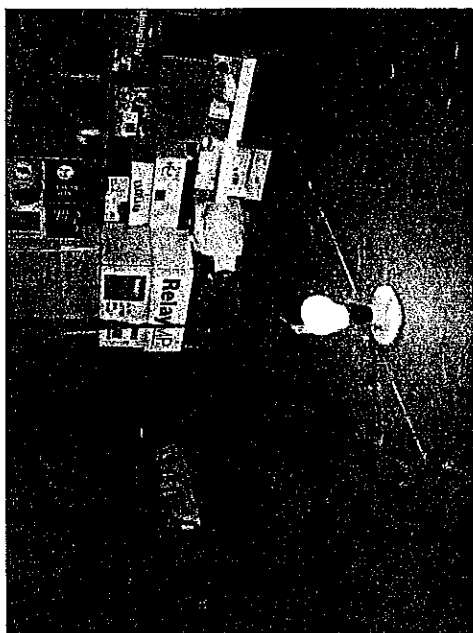
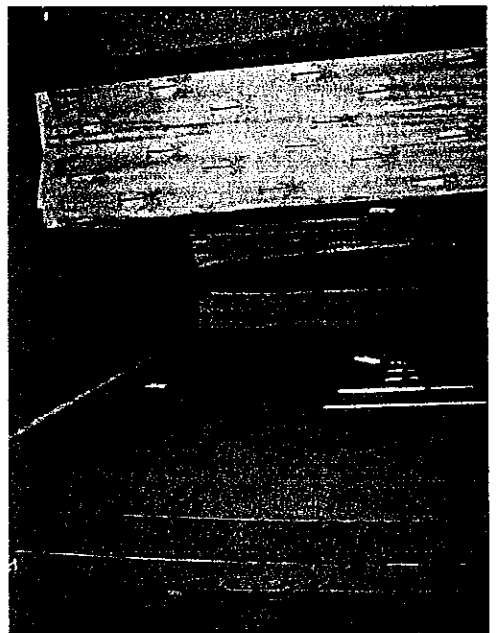
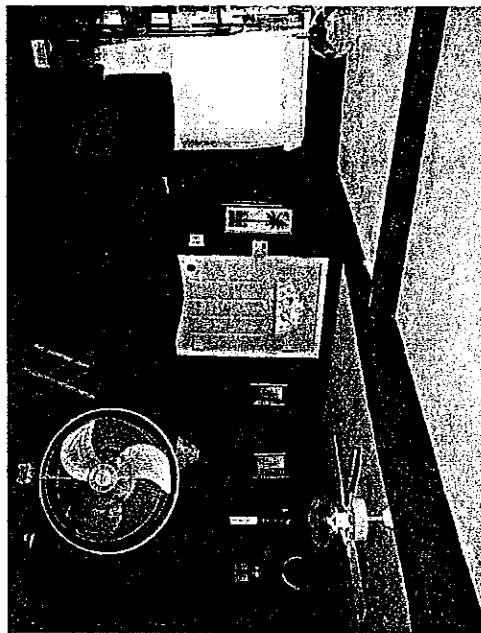
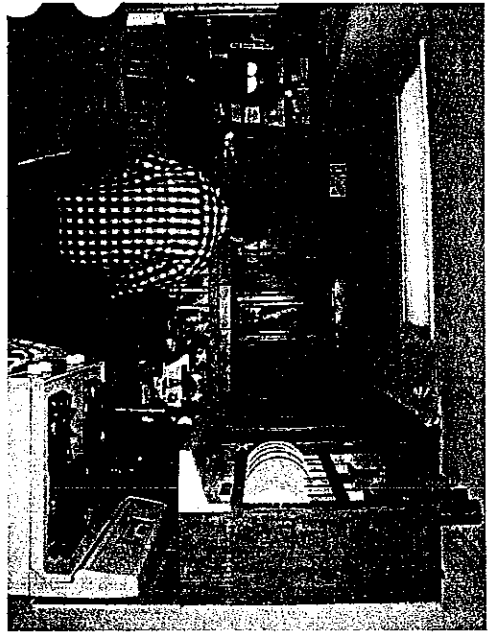
www.booking.com

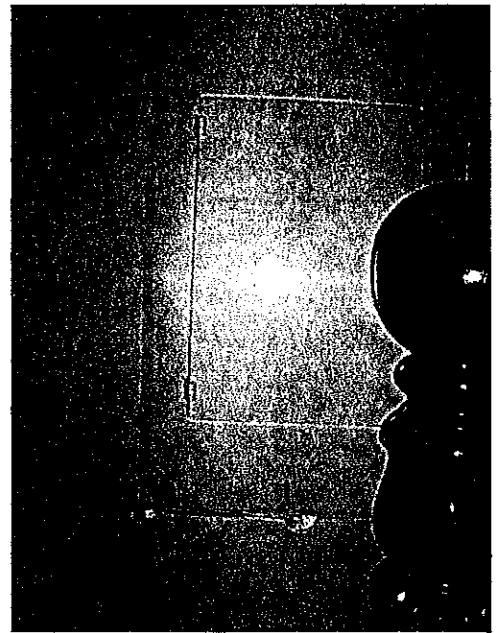
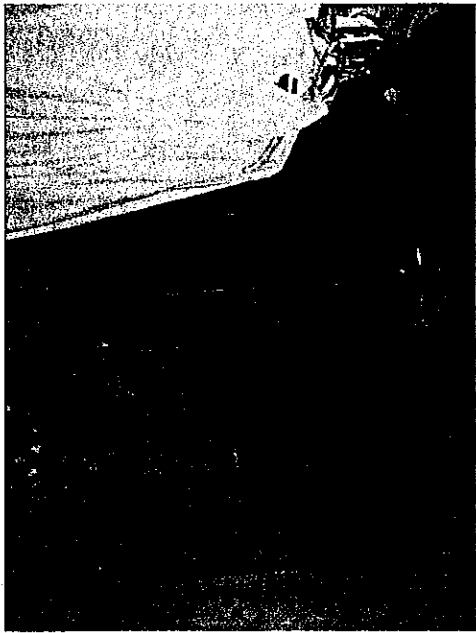
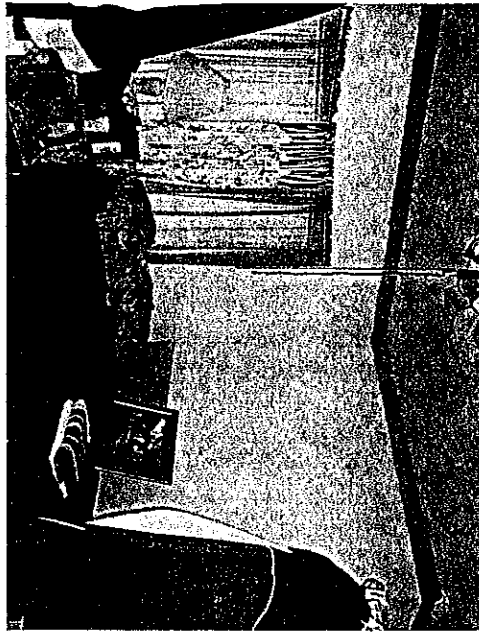
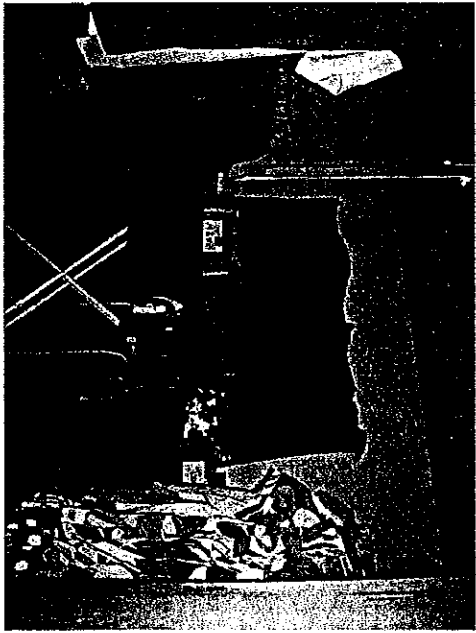
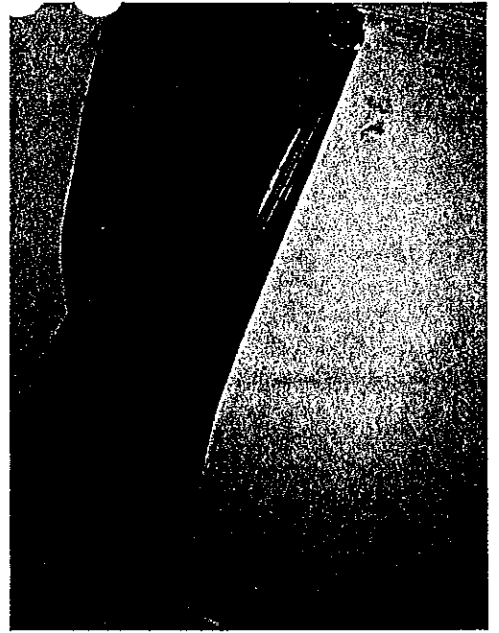
Texas Real Estate License.com

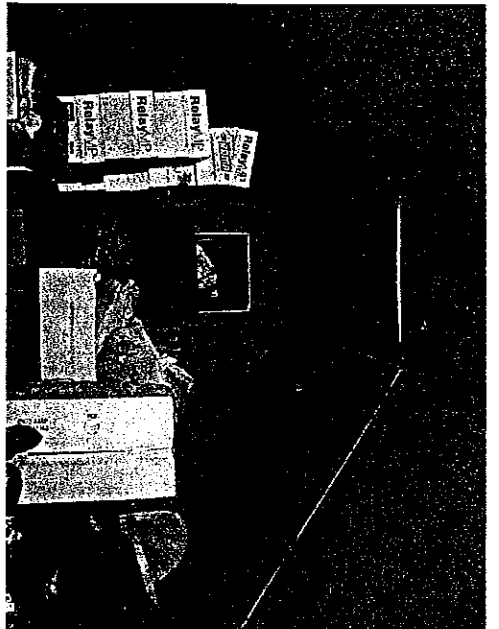
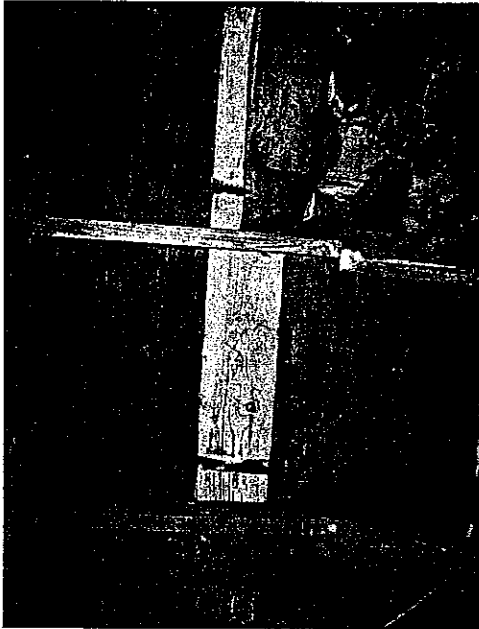
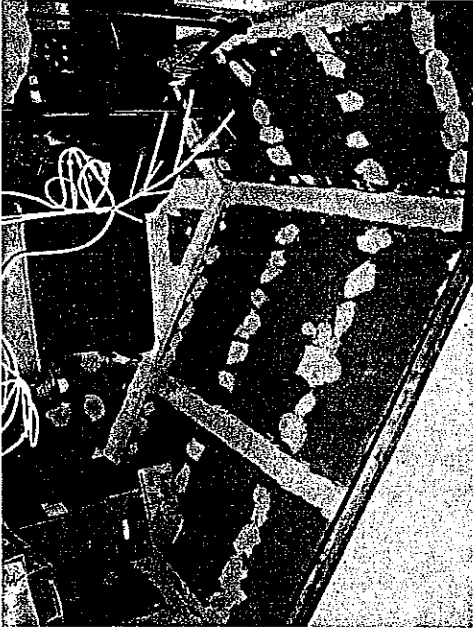
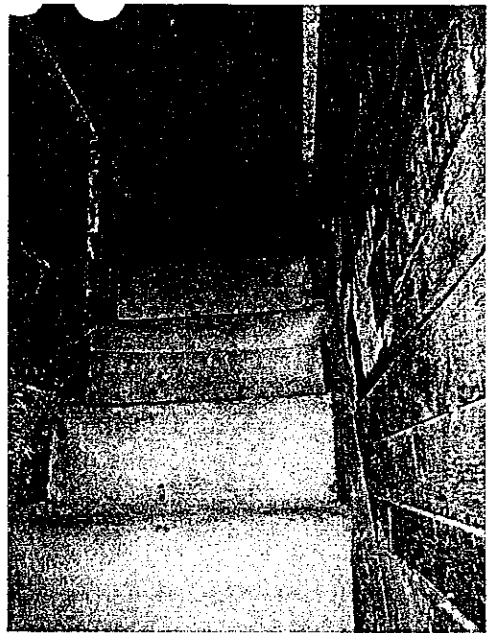












# Housing Rehab Program

**ENTITY:** City of San Juan

**PROJECT:** Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2008

**SYNOPSIS:**

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since February 2008, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

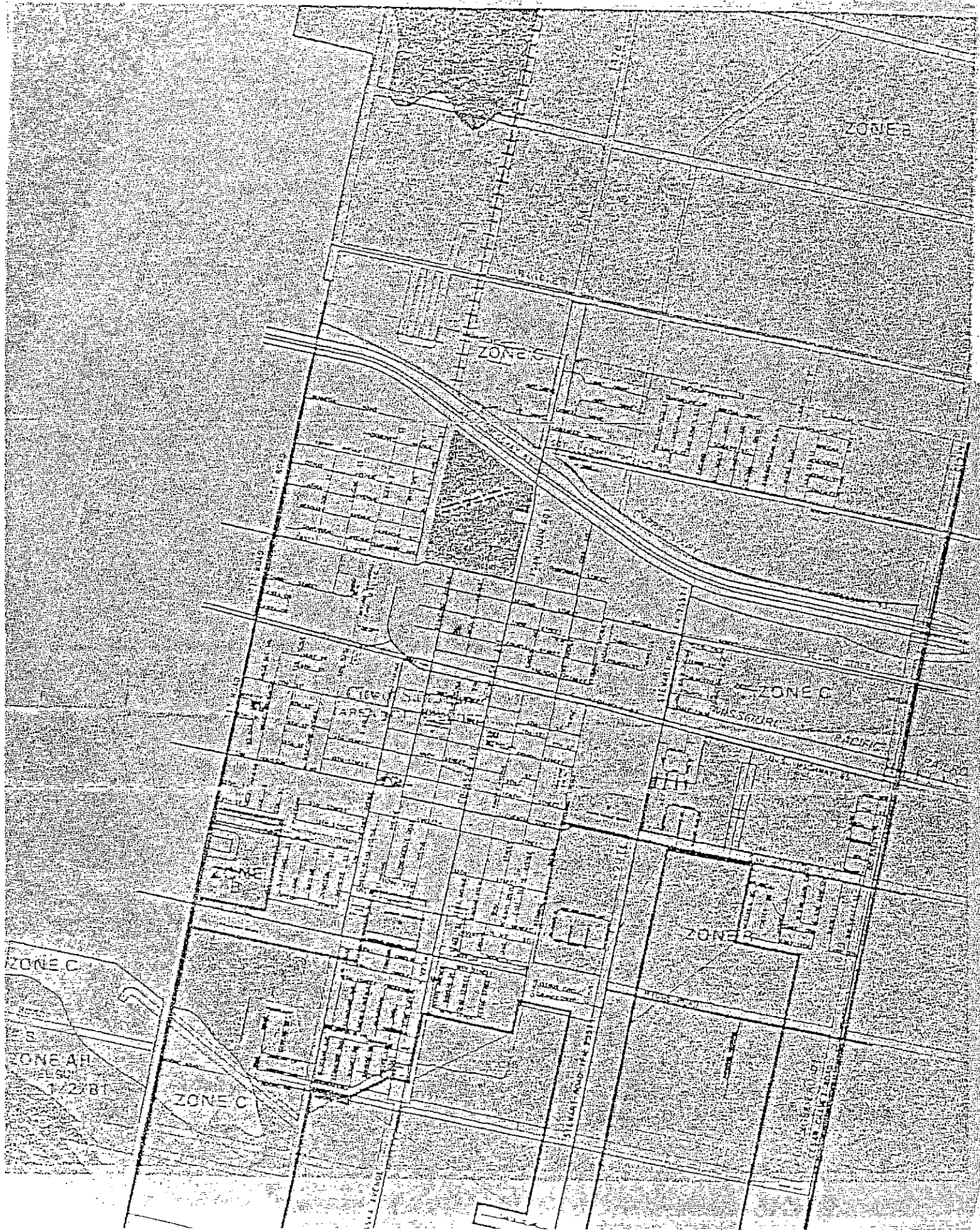
**Antonio Solis**

Family of one (1)	
Applicant's age is 49	
Title Search:	No Abstract & Liens
Flood Zone:	No - Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$48.00
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 8,328.00
HUD Income Limits (family of 1):	\$ 25,550.00

Existing Dwelling: 3 bedrooms frame home, built in 1956.

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

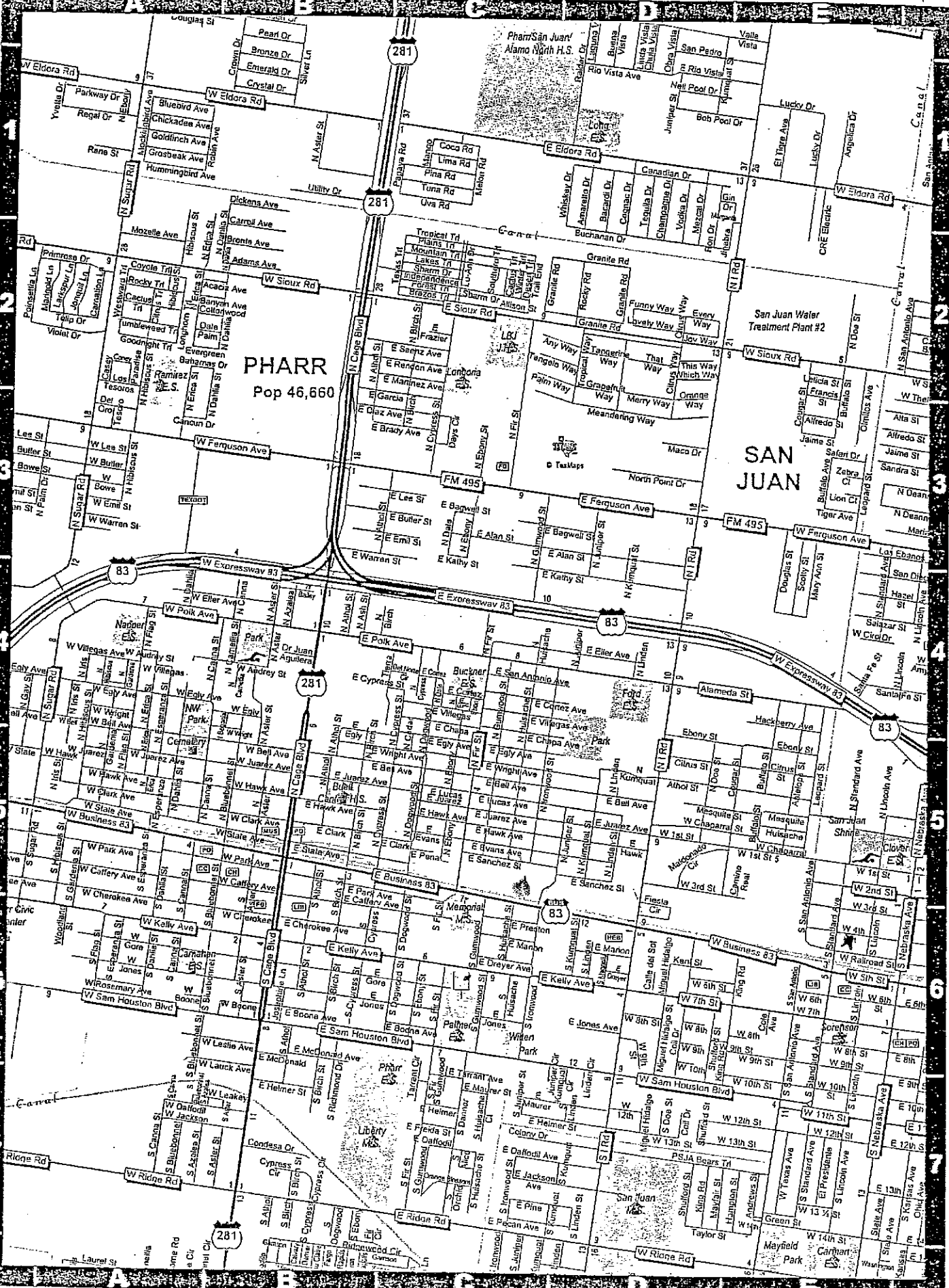


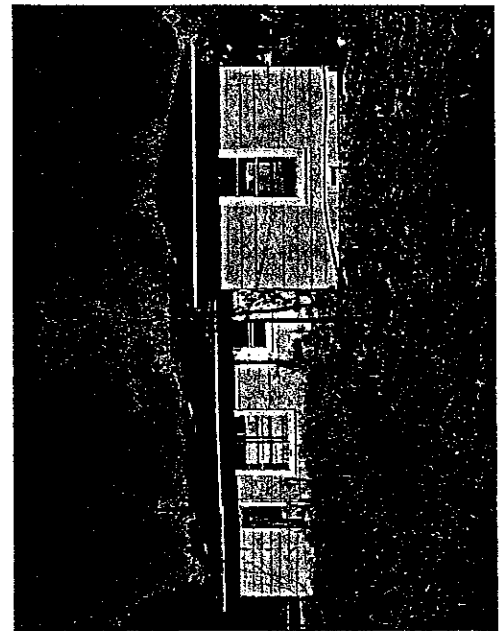
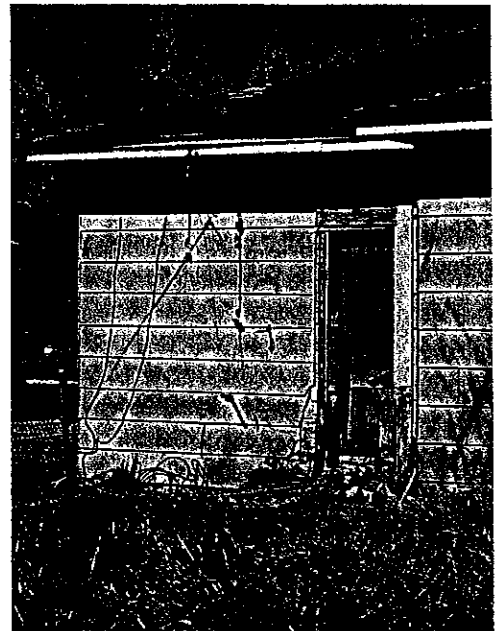
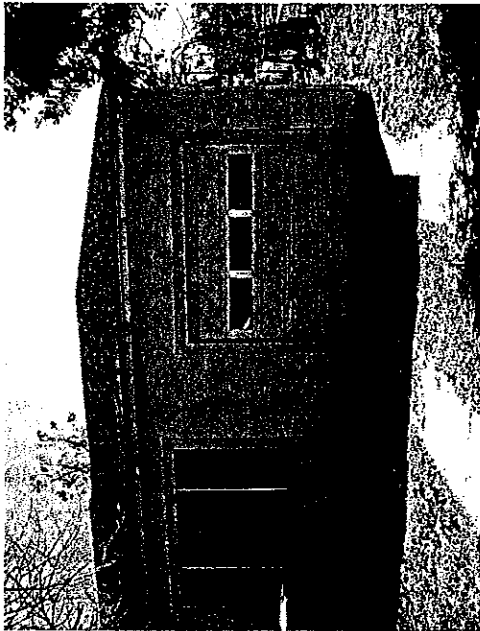
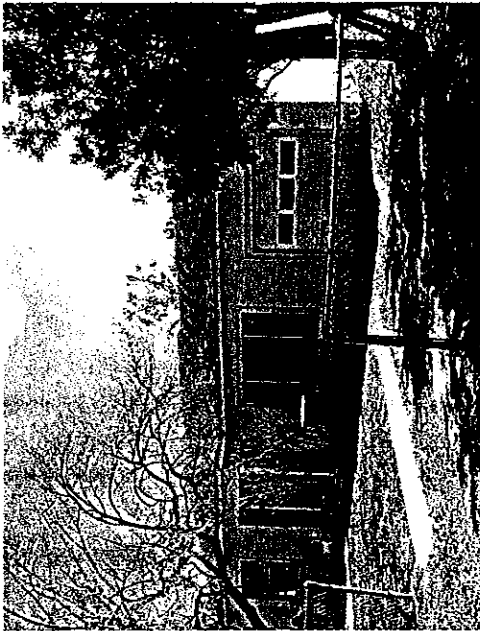
221 W. 4th

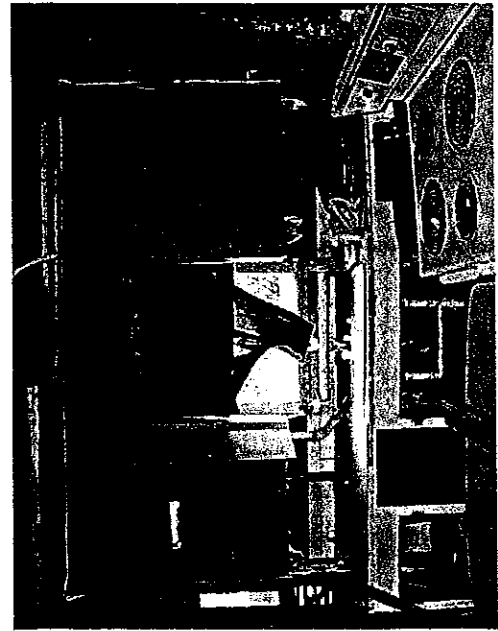
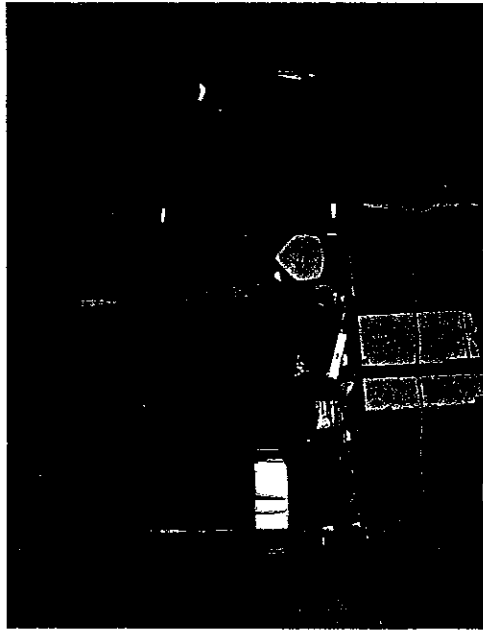
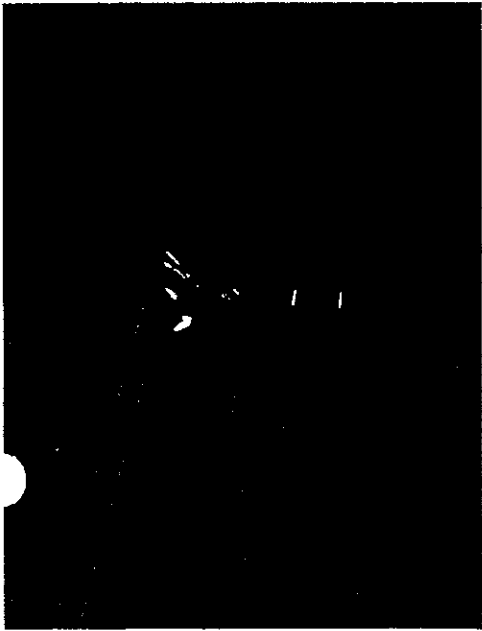
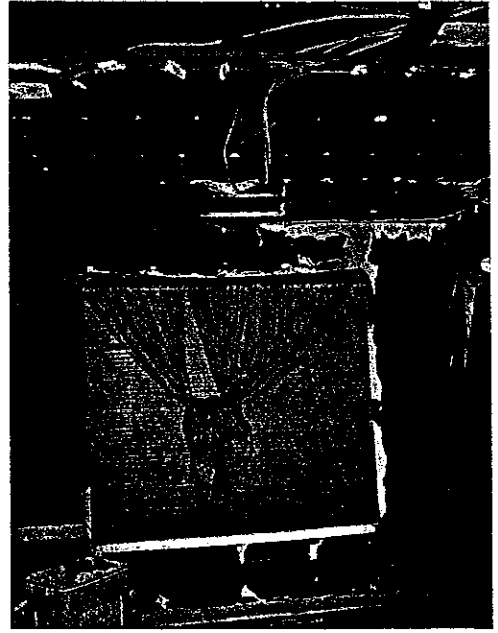
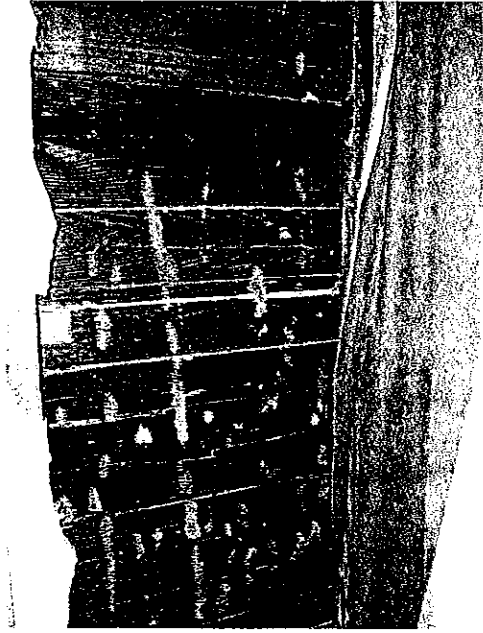
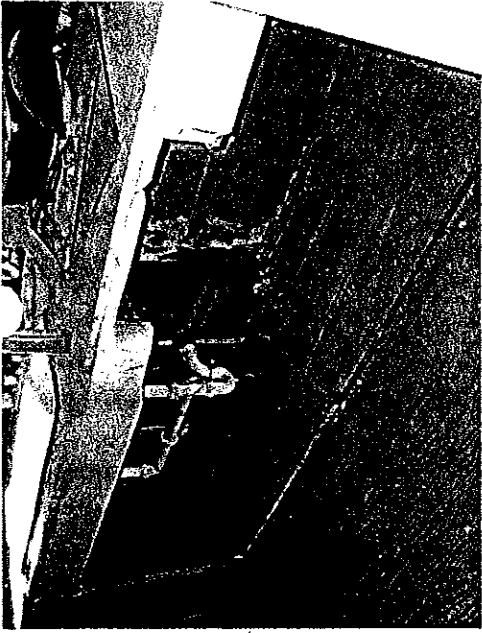
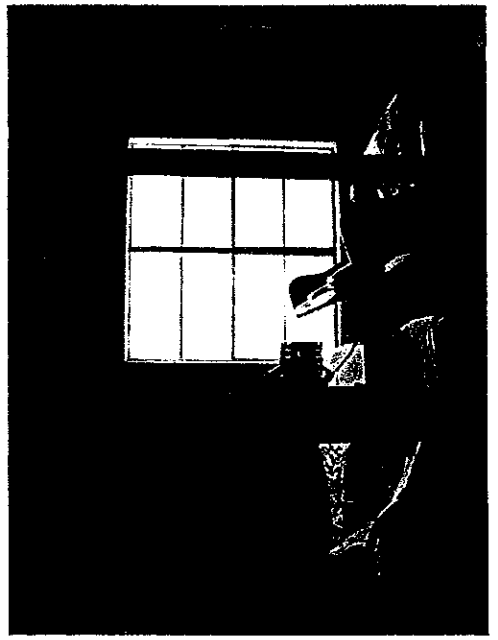
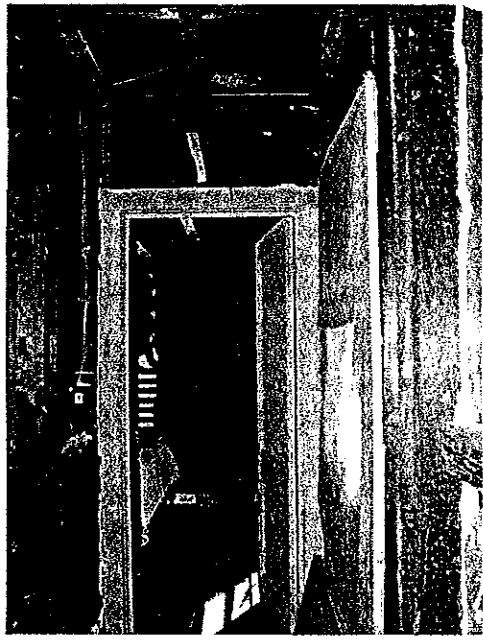
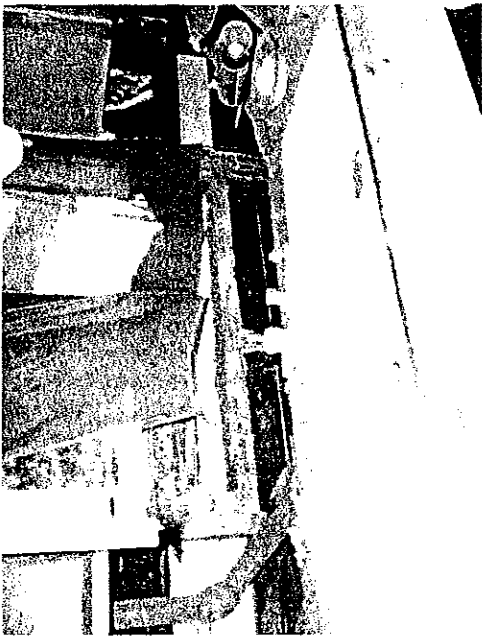
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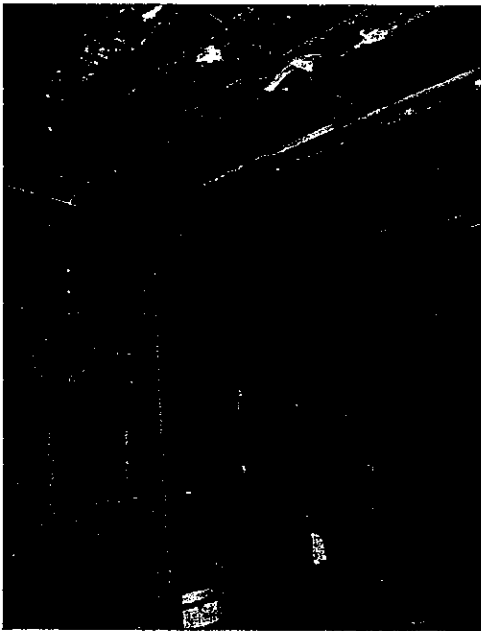
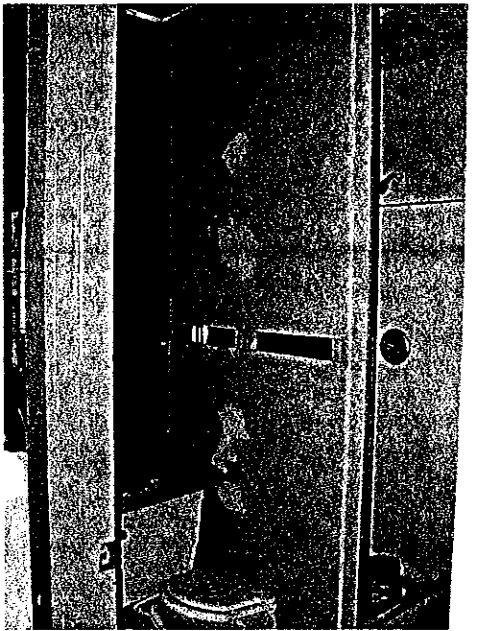
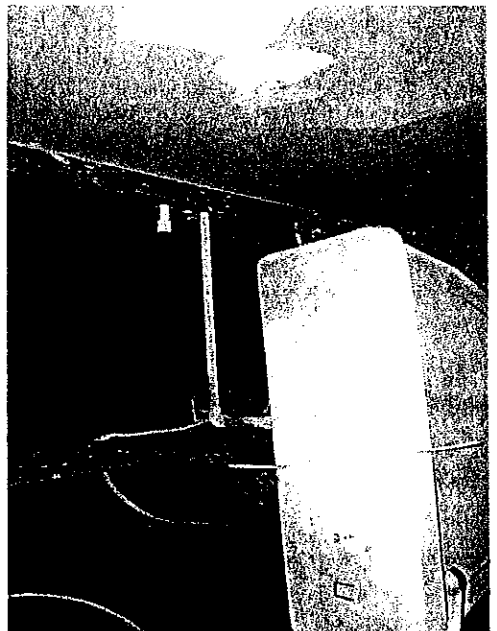
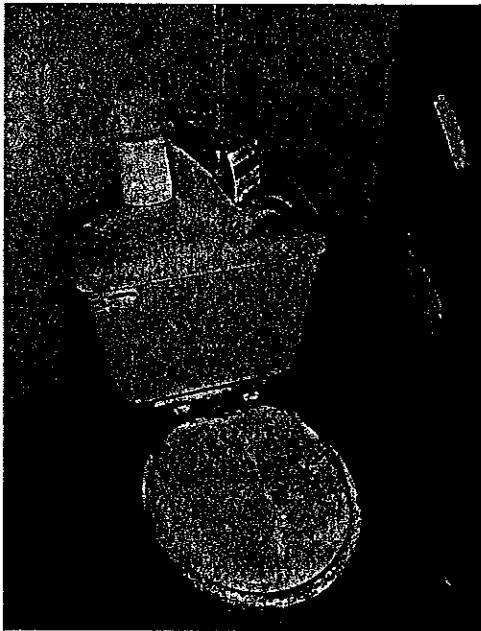
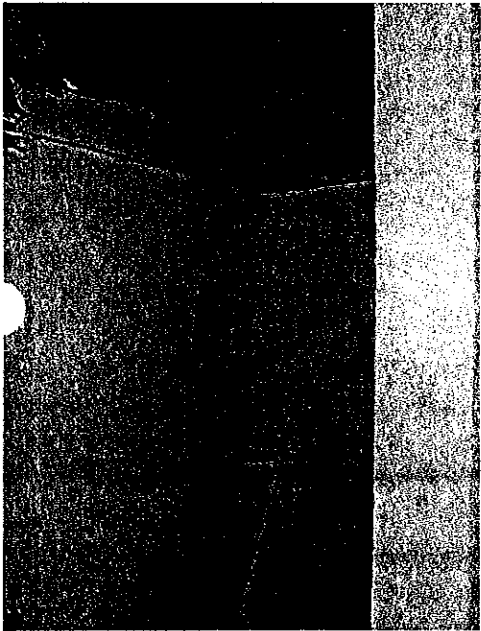
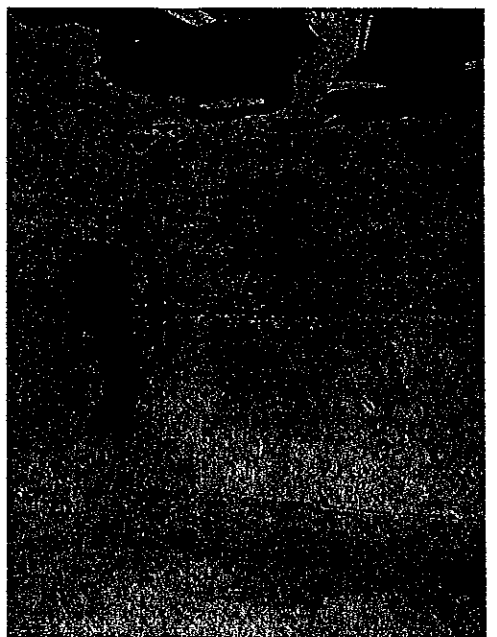
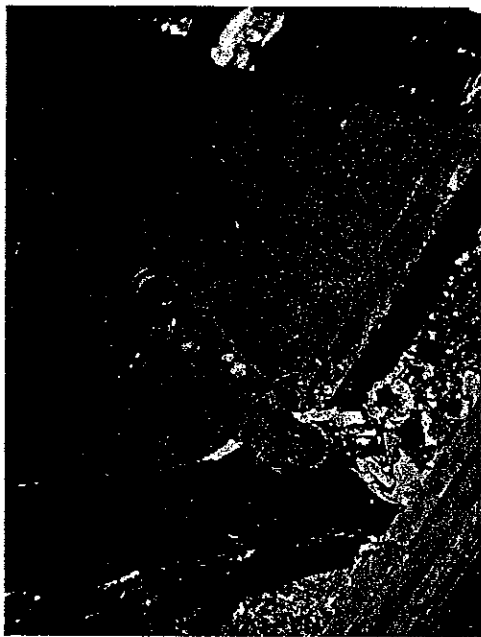
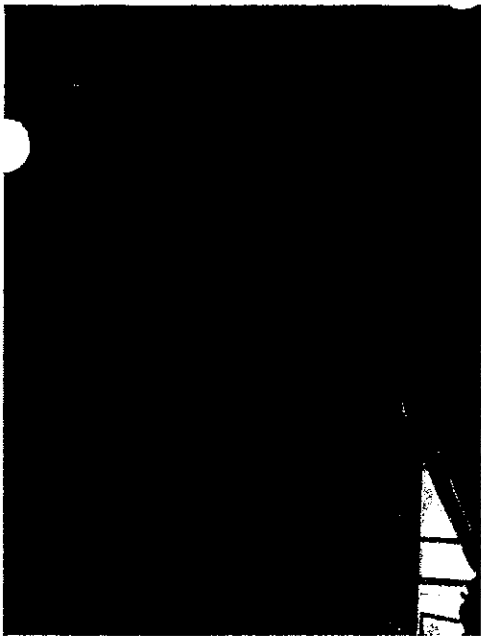
ANTONIO SOLIS

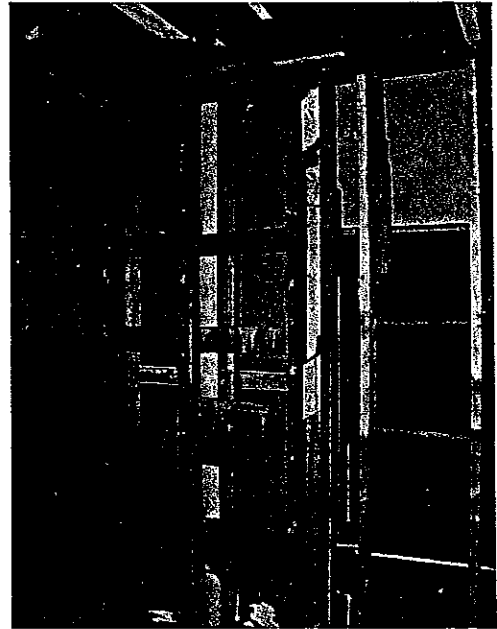
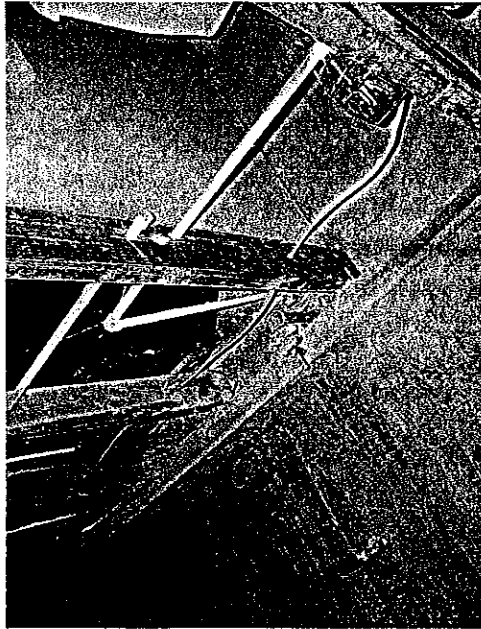
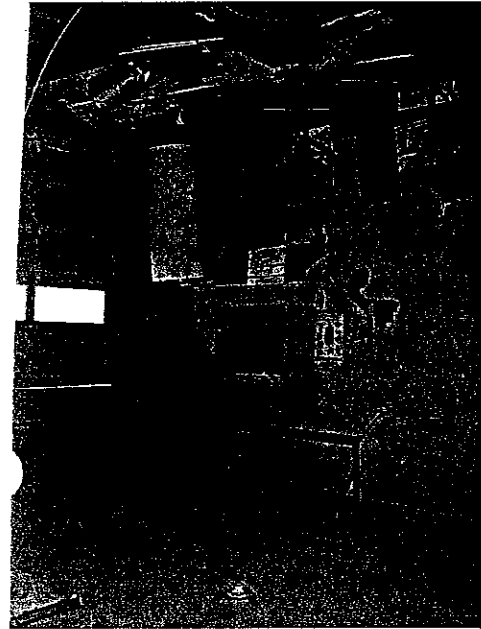
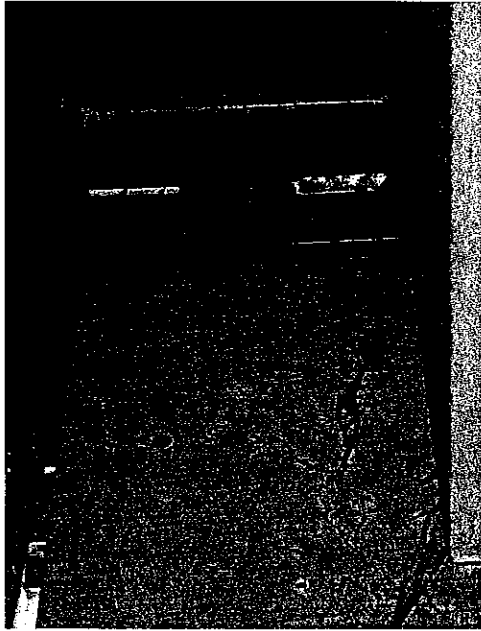
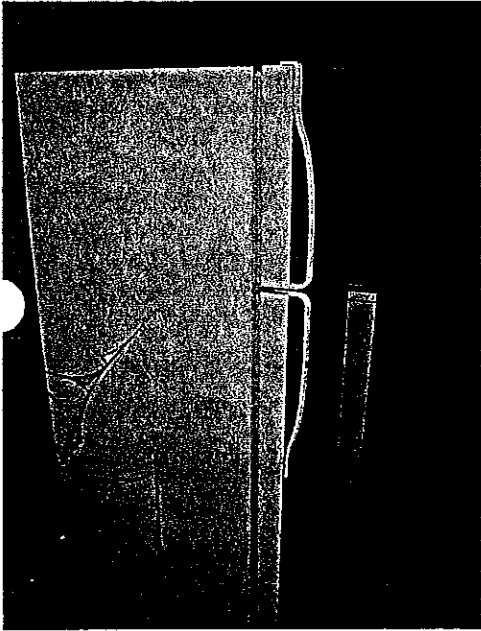
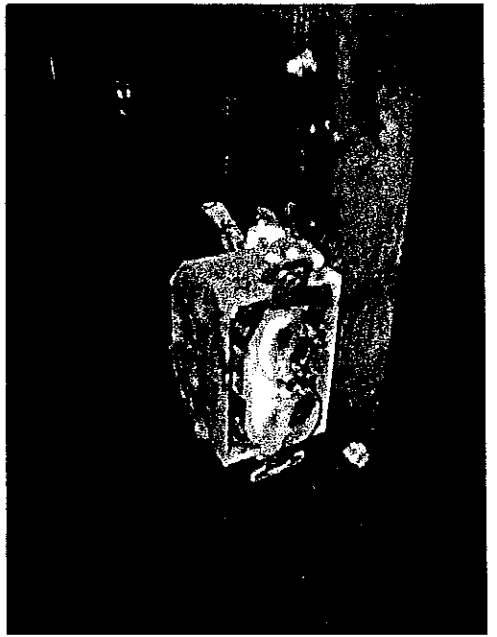
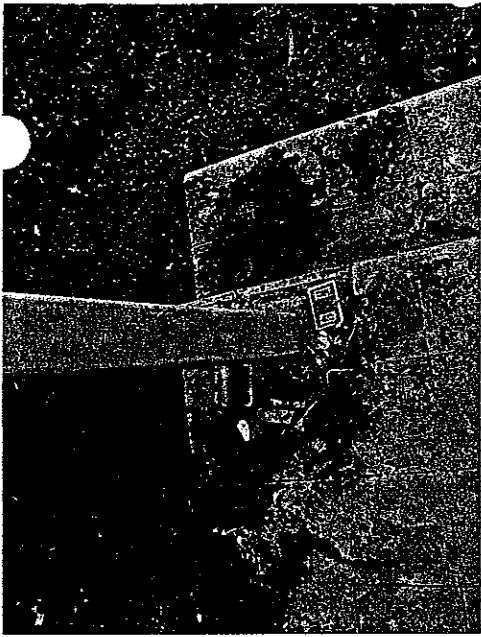
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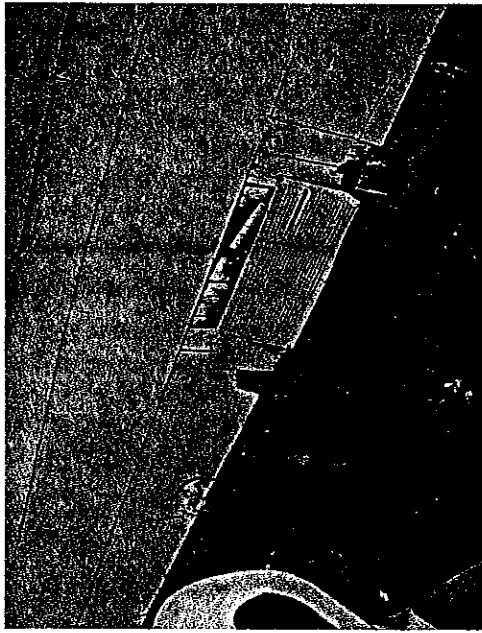
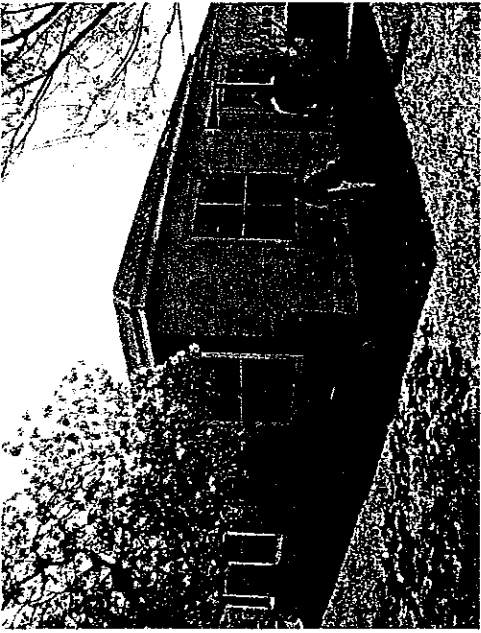
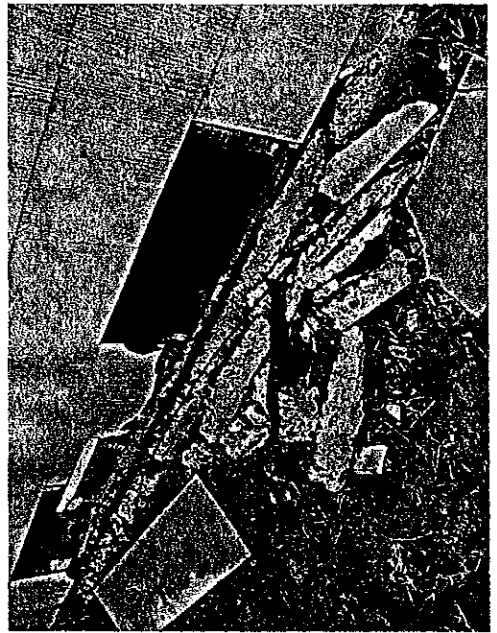
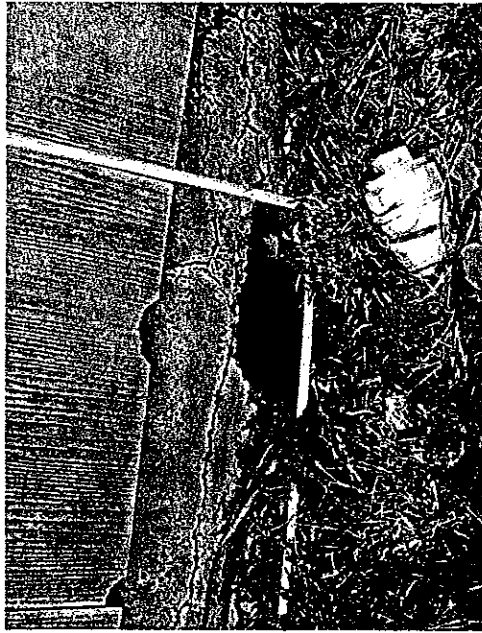
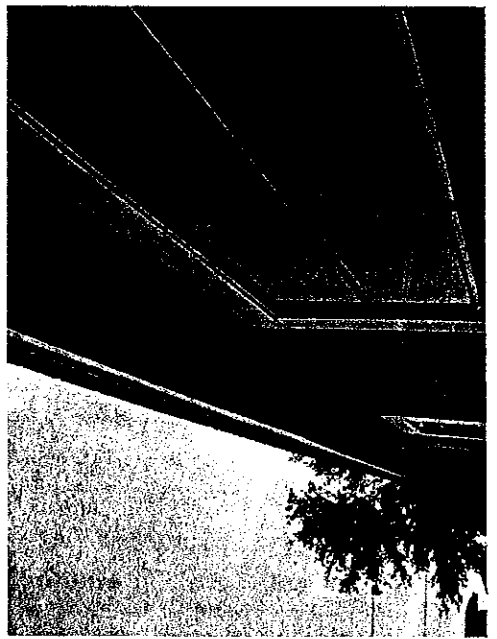
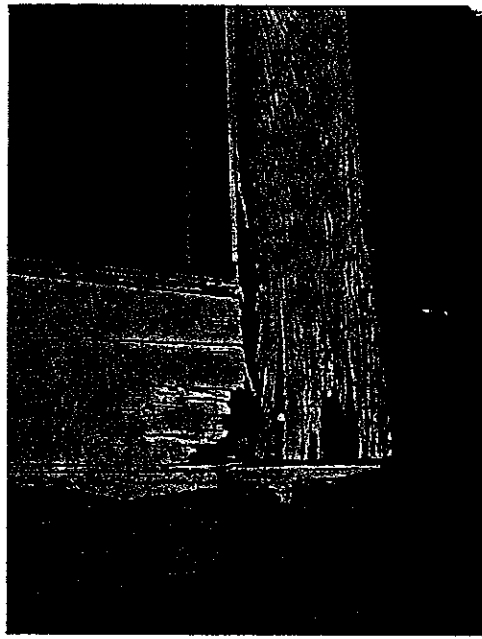
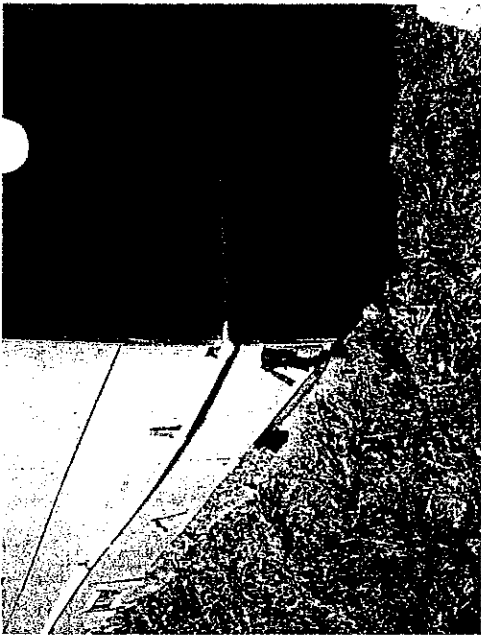












# Housing Rehab Program

**ENTITY:** City of Mercedes

**PROJECT:** Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2008

**SYNOPSIS:**

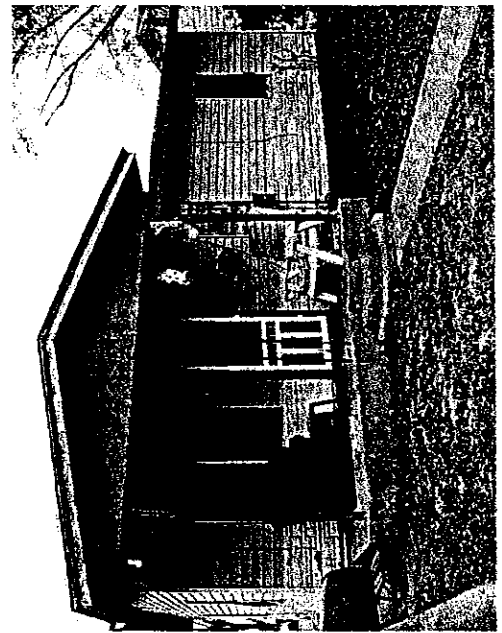
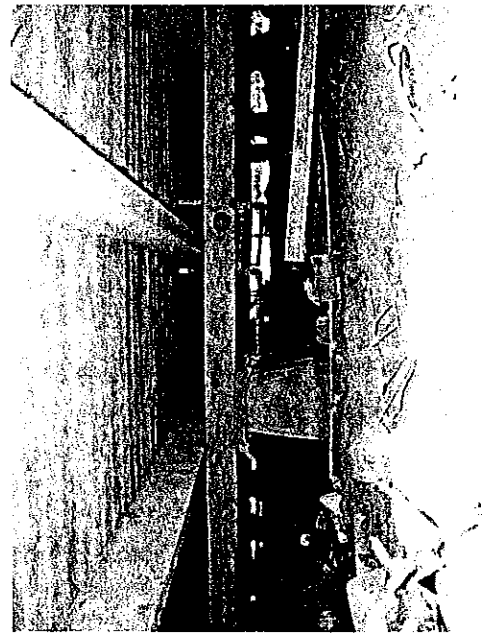
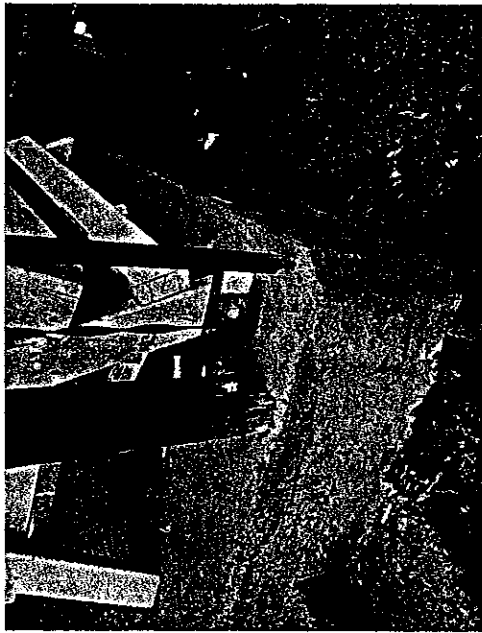
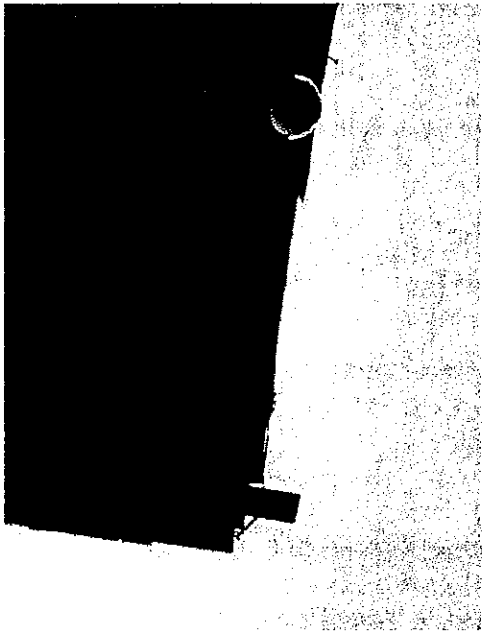
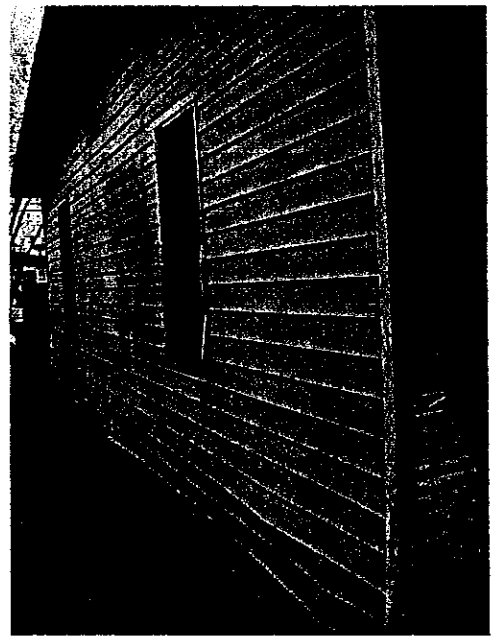
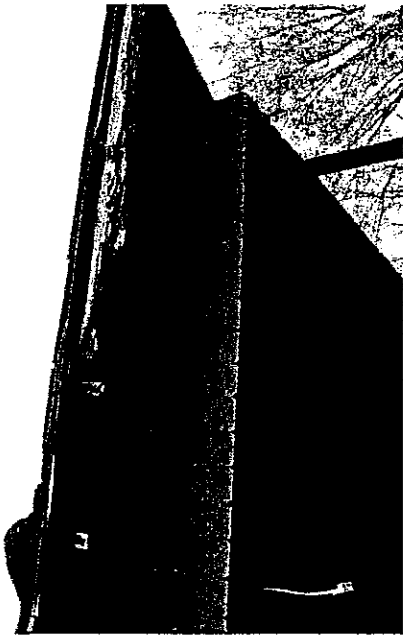
The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since October 2007, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

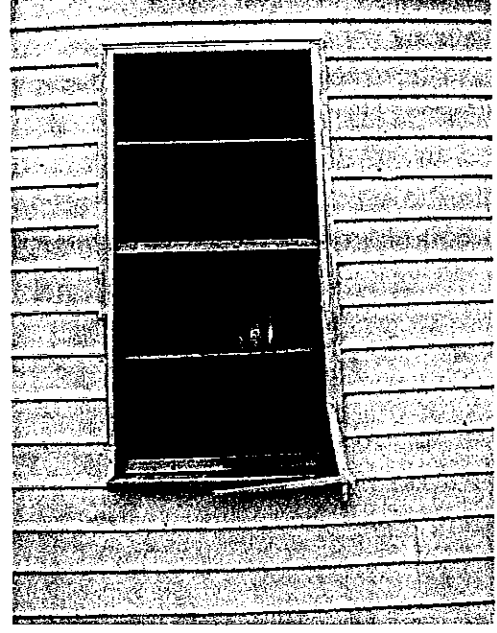
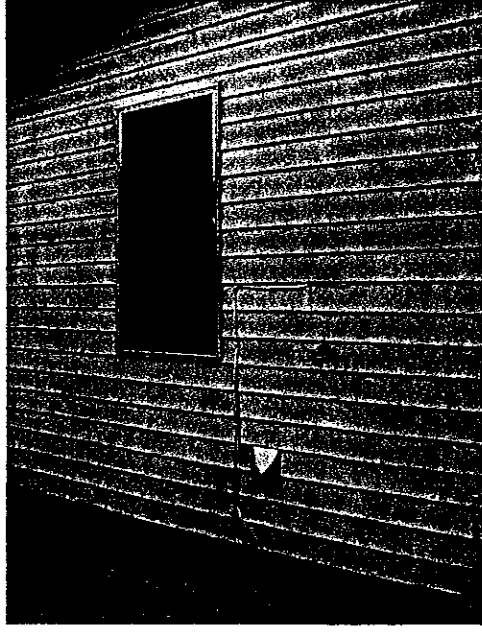
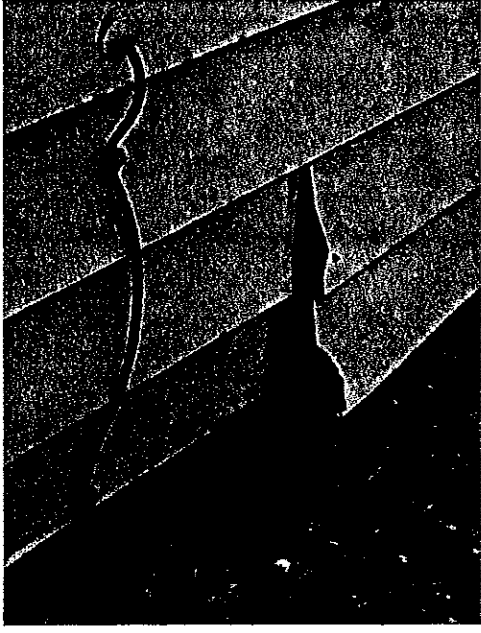
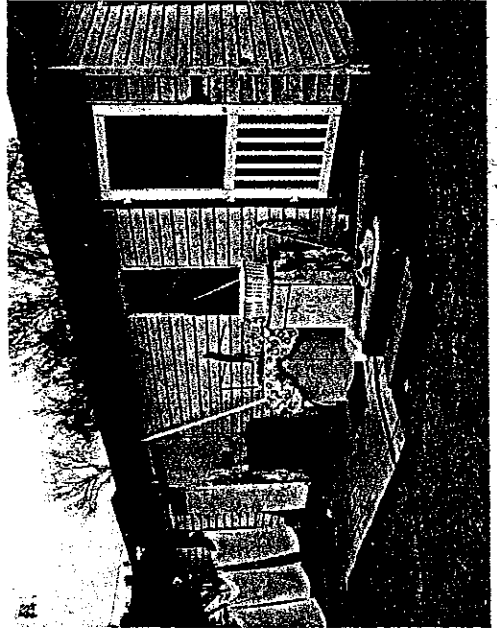
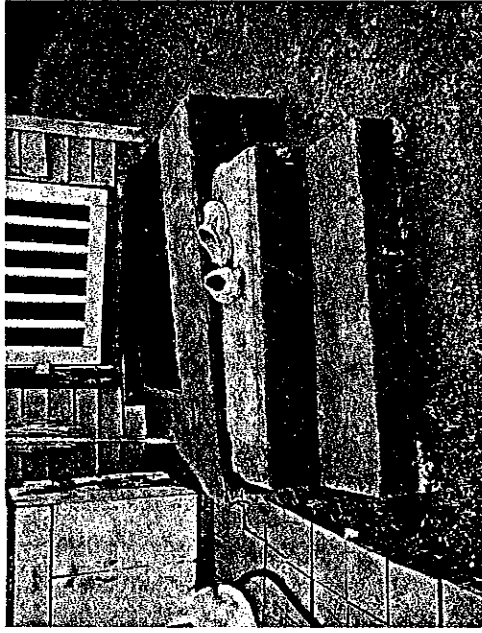
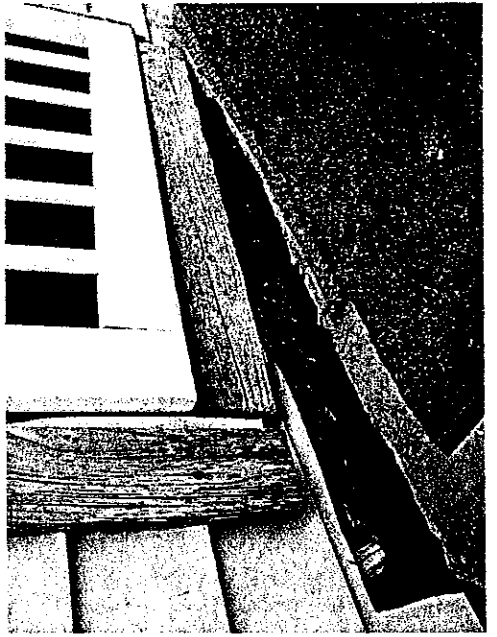
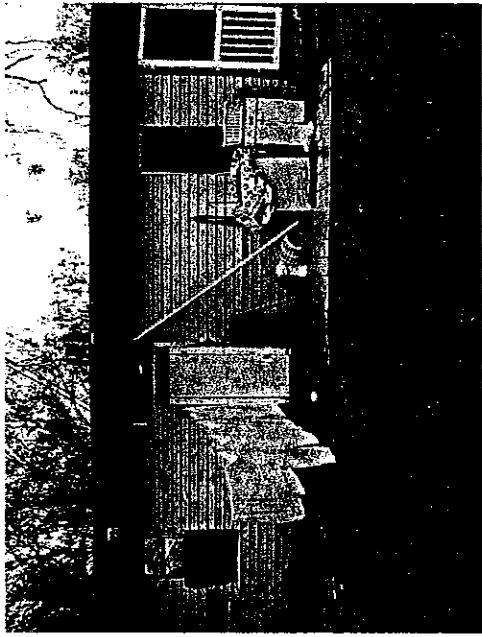
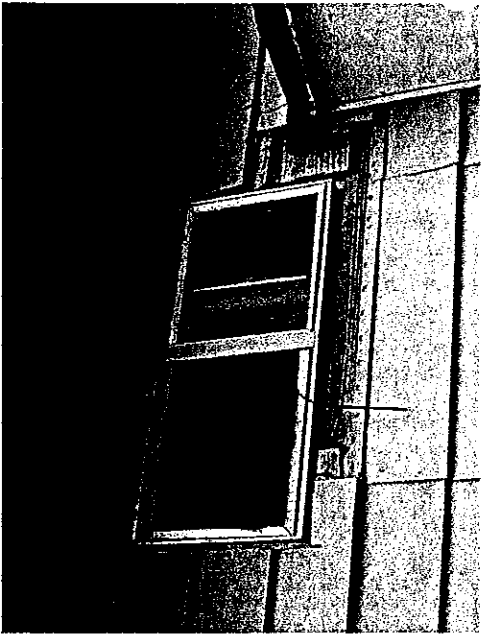
<b>Roberto Castillo</b>	Family of five (5) Applicant's age is 54, spouse age is 56, grandson's age is 11 & 7 and granddaughter age is 7
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	3
Square Feet:	1242
Total annual household income:	\$ 16,248.00
HUD Income Limits (family of 5):	\$ 37,700.00

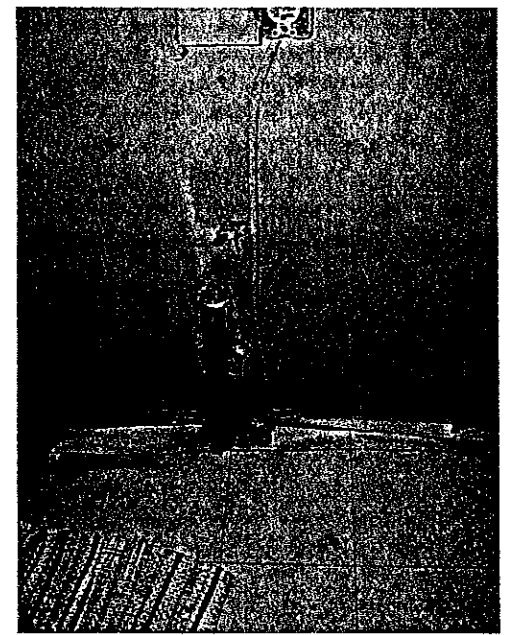
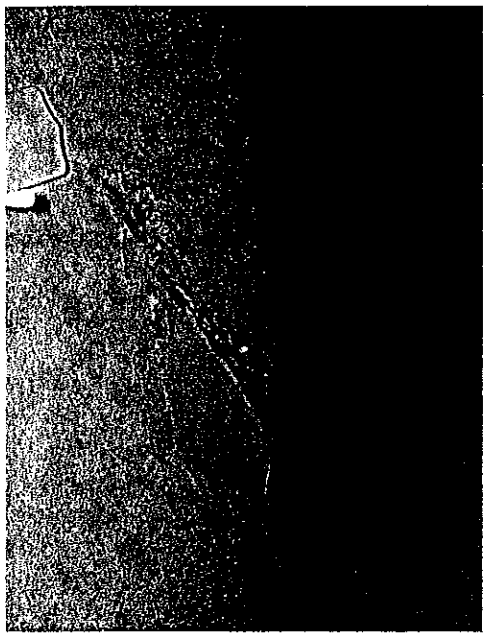
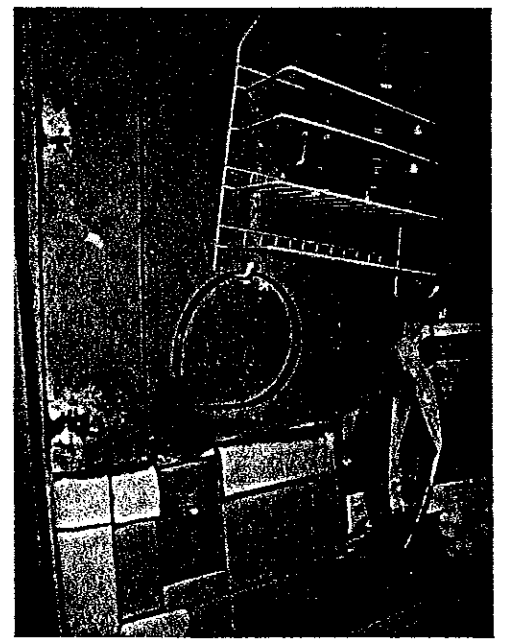
Existing Dwelling: 3 bedrooms frame home, built in 1961.

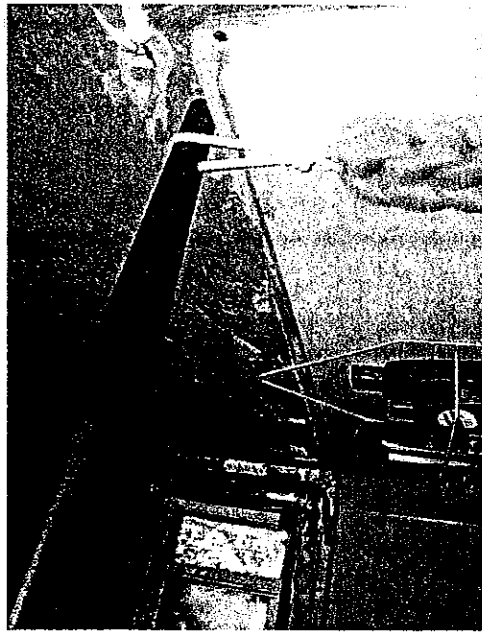
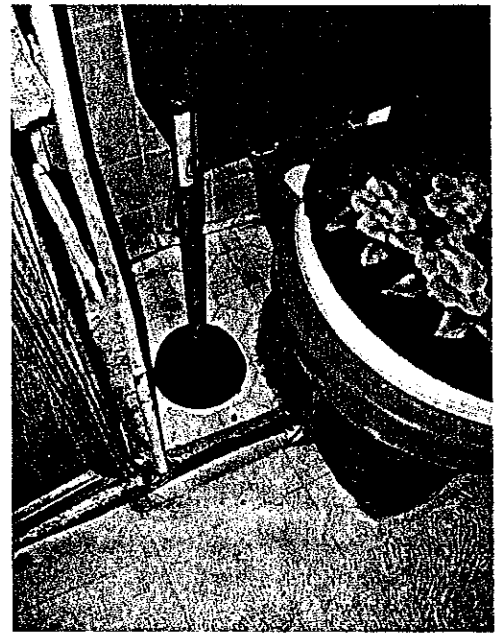
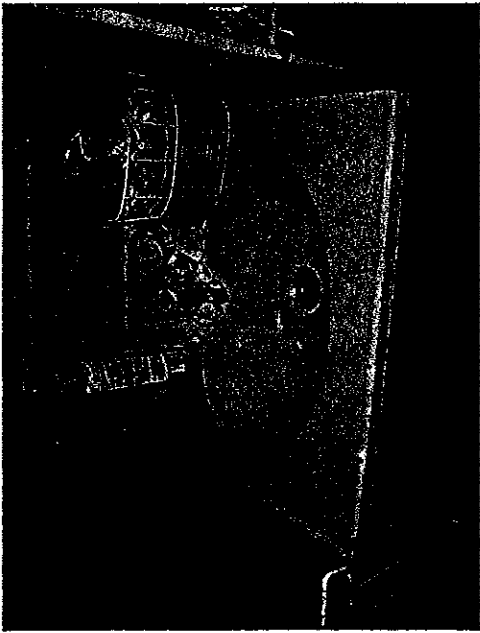
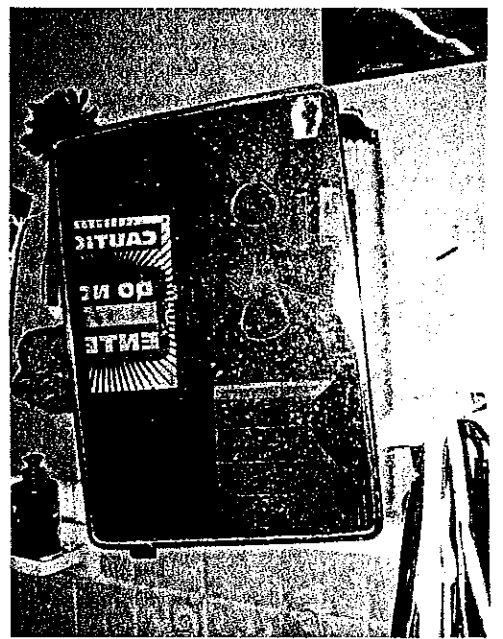
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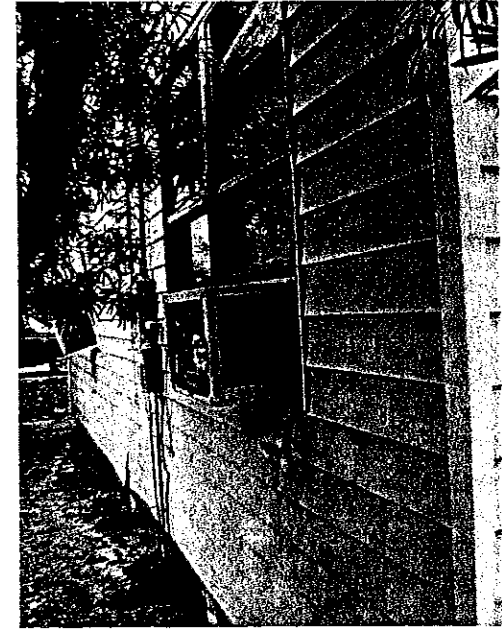
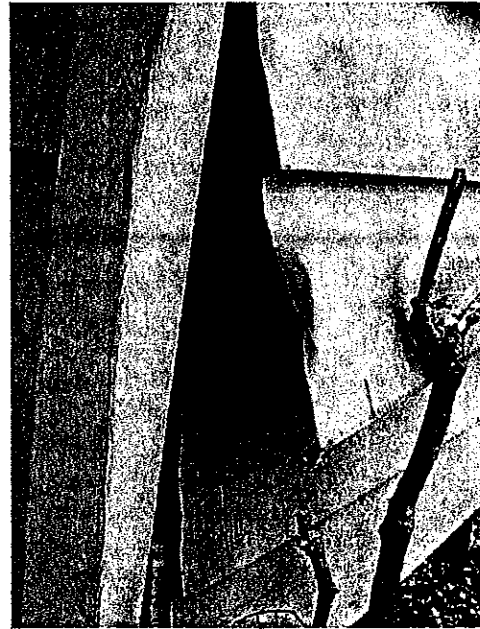
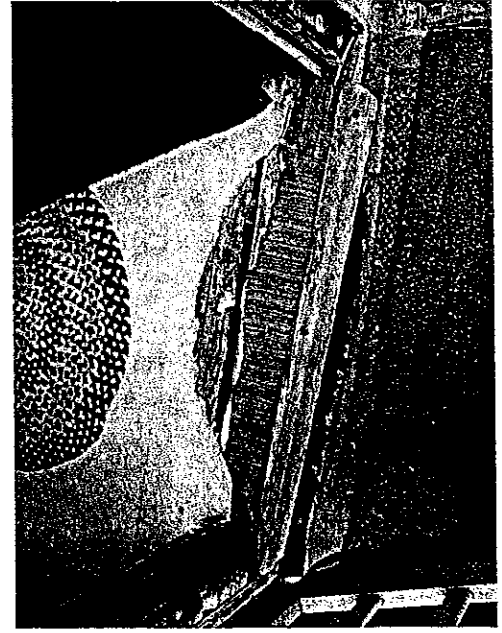
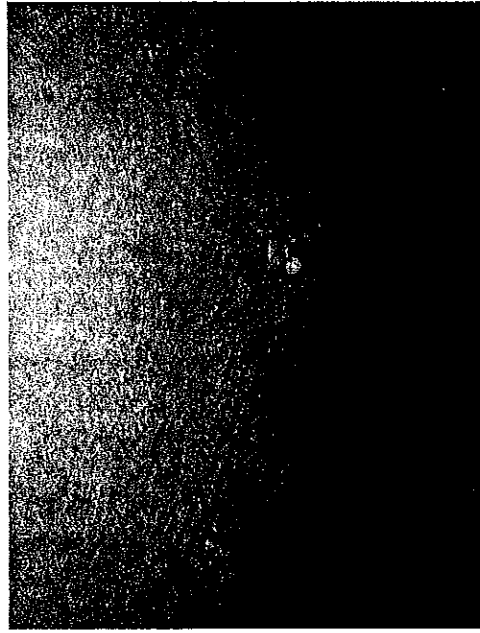
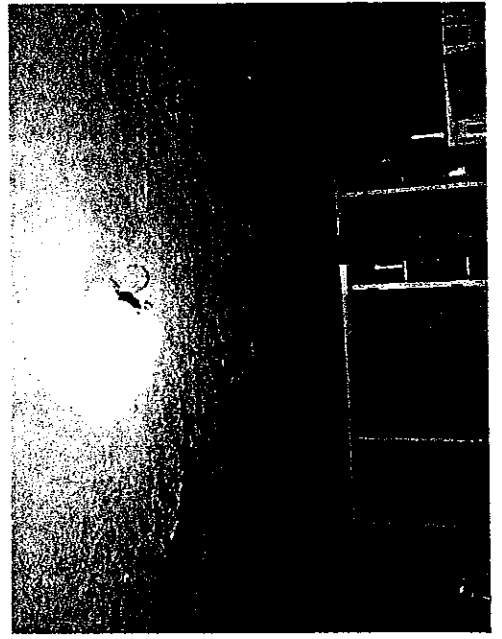
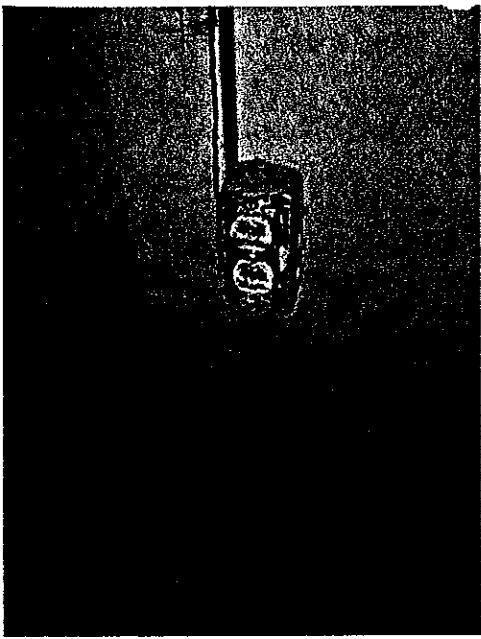
The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

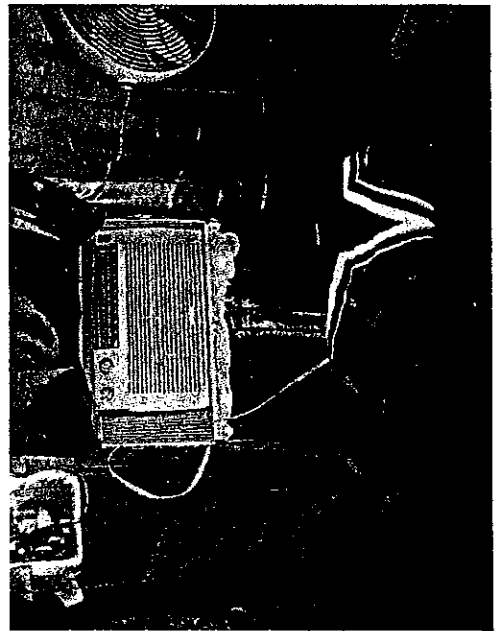
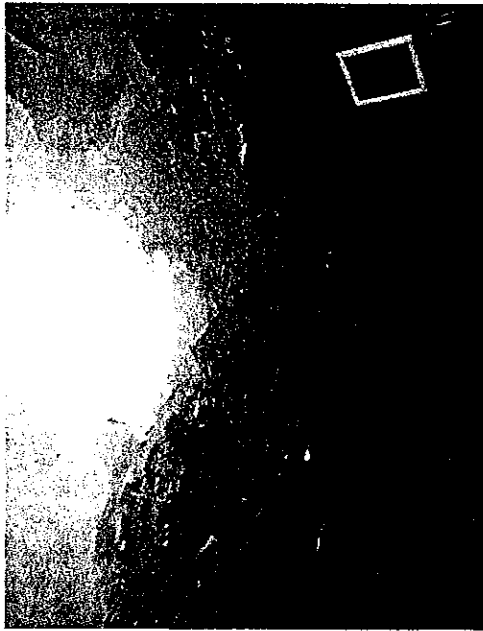
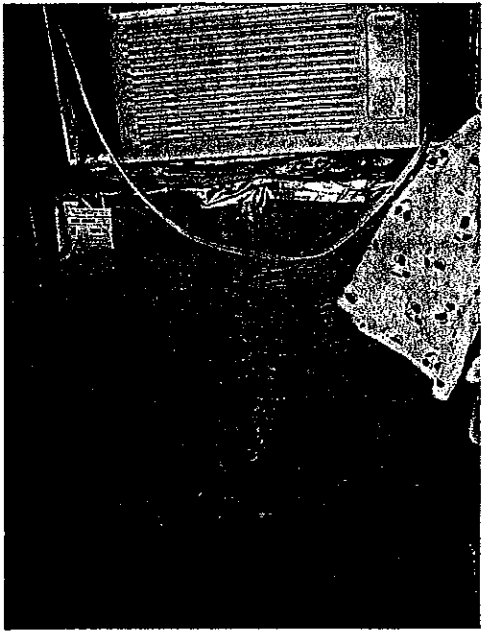
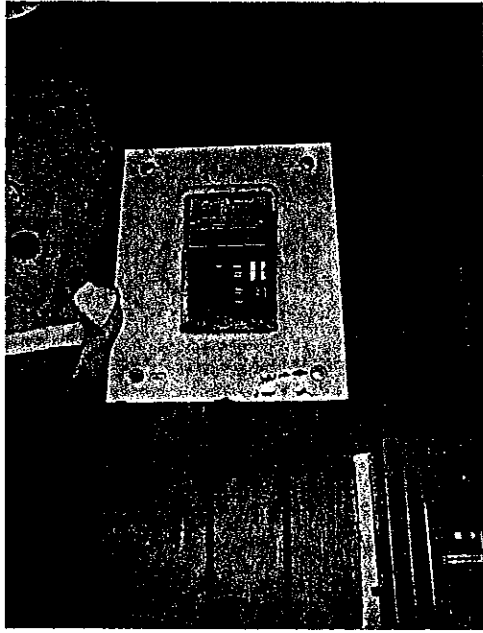
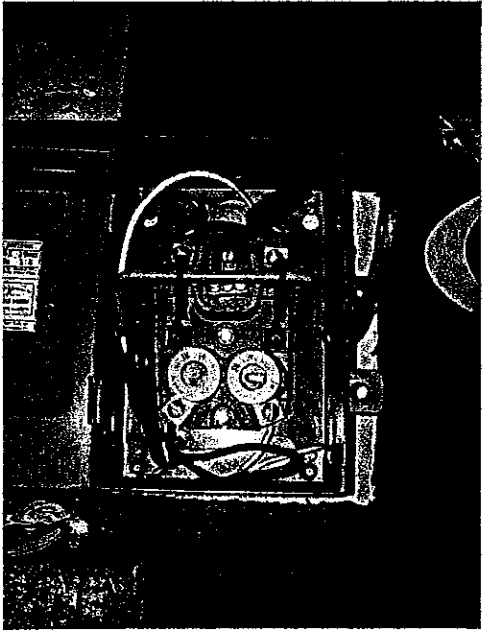
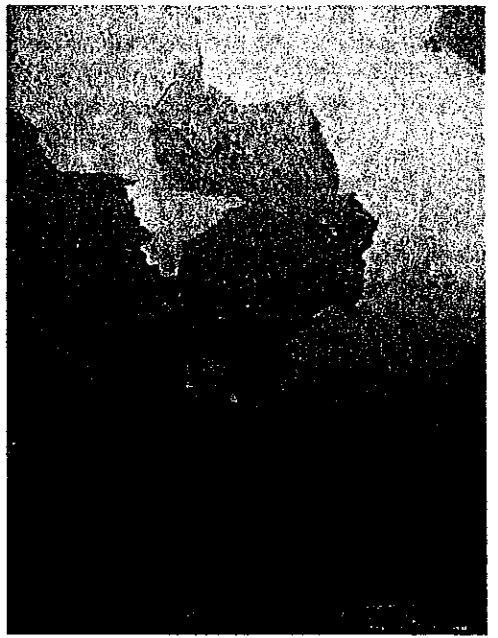


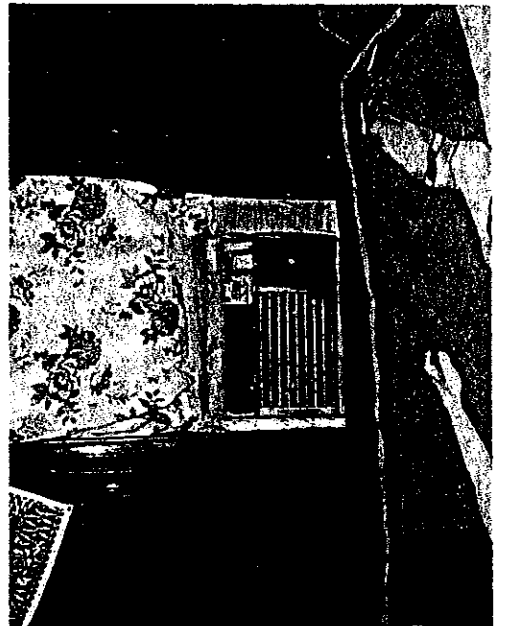














APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

# FIRM FLOOD INSURANCE RATE MAP

CITY OF  
MERCED, TEXAS  
HIDALGO COUNTY

PANEL 1 OF 3  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

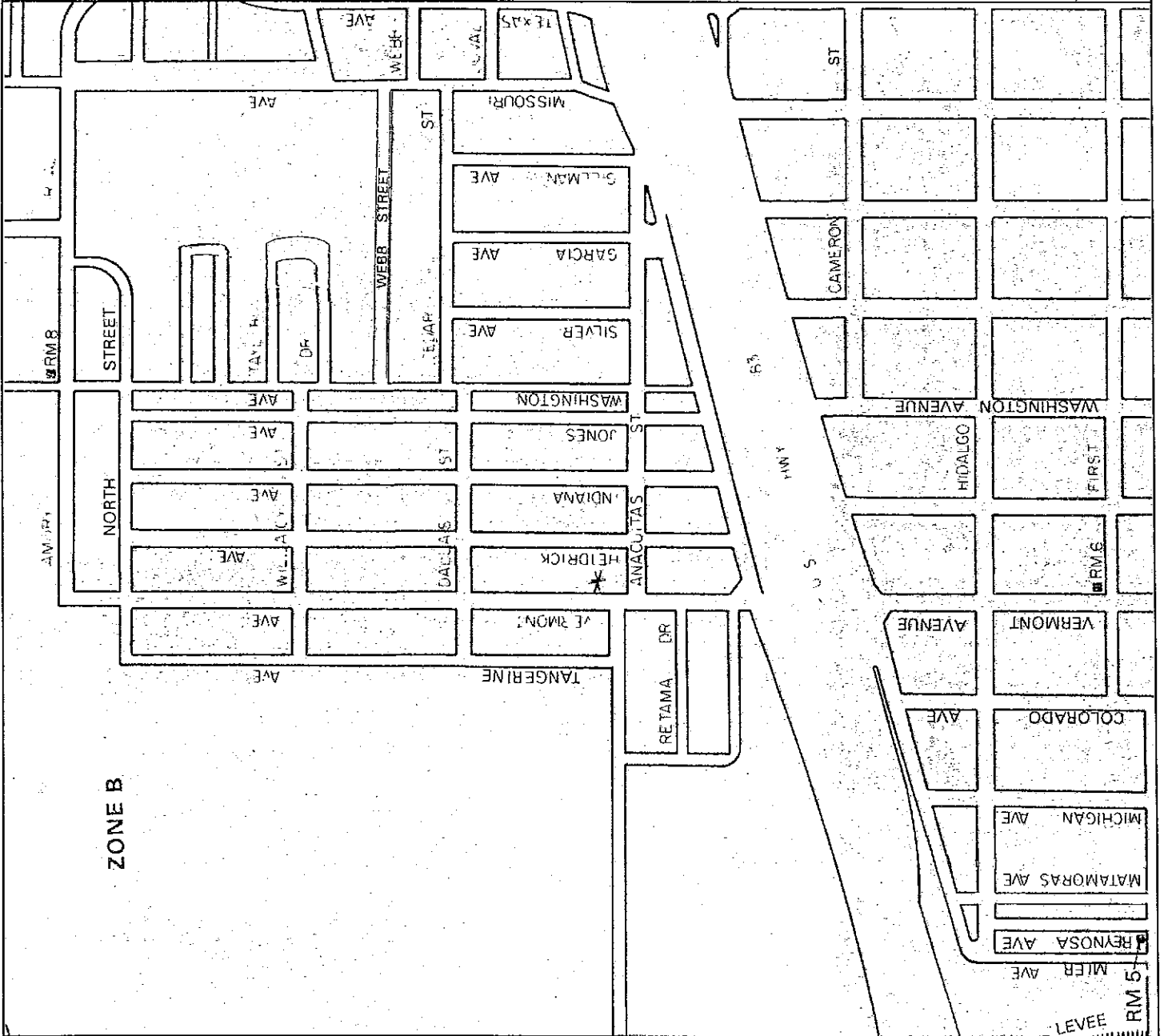
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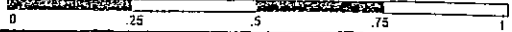
EFFECTIVE DATE:  
JULY 16, 1979



U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Version 1.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at [www.fema.gov/nifm/isc](http://www.fema.gov/nifm/isc).

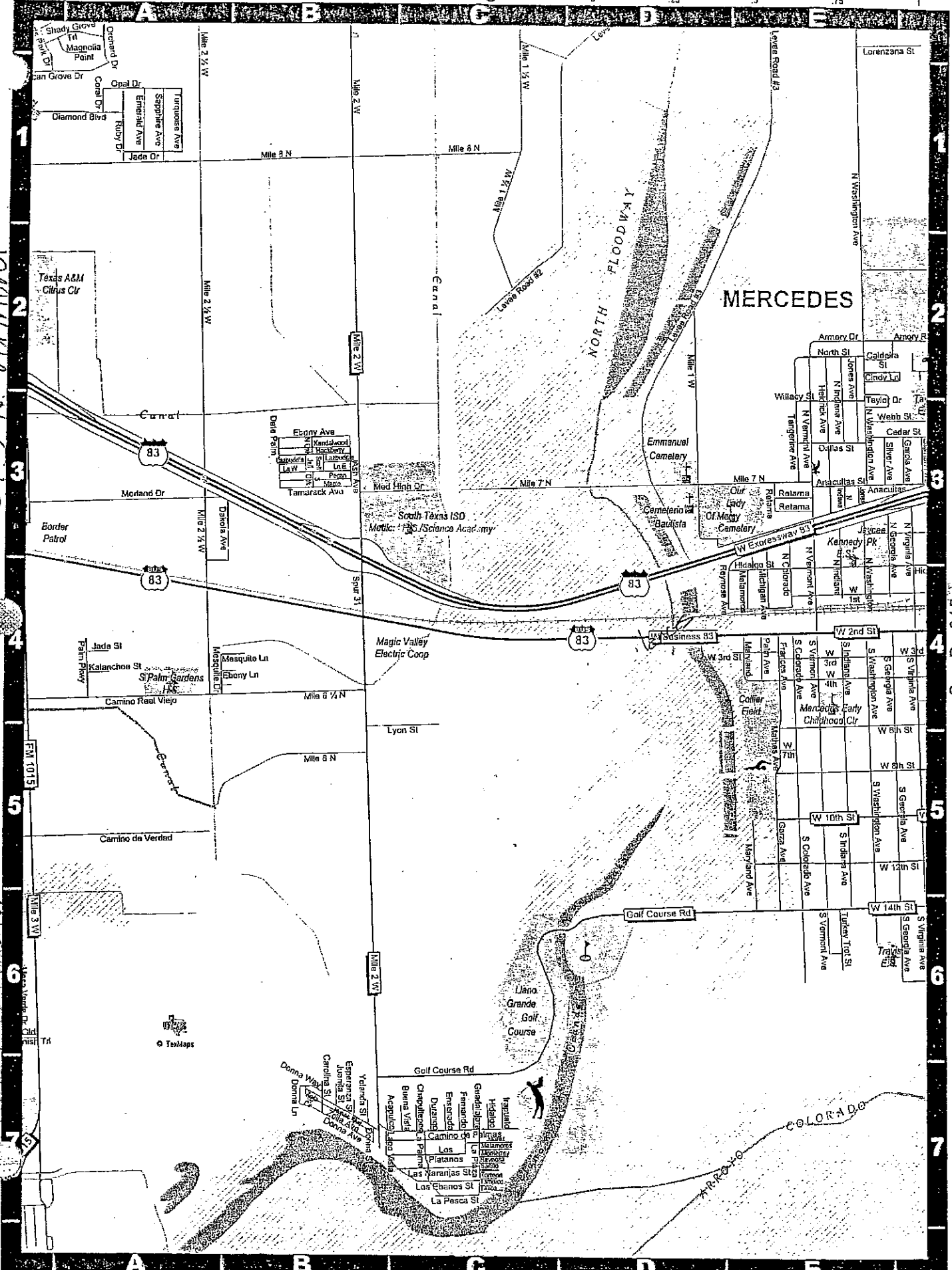




543 N. Vermont

See Pg 3

Robert C. Castillo



See Pg 315

AI-16586

7.A.

**Approval of Monthly Financial Reports for the Months of May 2009 and June 2009.**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Angelica Tapia, AUDITOR'S OFFICE  
Submitted For: Ray Eufracio  
Department: AUDITOR'S OFFICE  
Agenda Category: Auditor's Office

---

Information

CAPTION

Approval of Monthly Financial Reports for the Months of May 2009 and June 2009.

BACKGROUND

Reports will be distributed before Commissioners' Court meeting.

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Fiscal Impact

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Attachments

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*No file(s) attached.*

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 08:19 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/21/2009 09:22 AM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Angelica Tapia  
Started On: 07/20/2009 09:10 AM  
Final Approval Date: 07/24/2009

---

AI-16674

8.A.

**Membership dues- US/Mexico Border Counties Coalition  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
Department: COMMISSIONERS' COURT EXEC. OFFICE  
Agenda Category: Membership Dues

Information

CAPTION

County Commissioners:  
Approval of 2009/2010 Membership Dues to the U.S./Mexico Border Counties Coalition with authority for Auditor to issue payment after review and audit procedures are completed with authority for County Treasurer to issue check

BACKGROUND

9-1100-413-30-115-017-0-810

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-413-30-115-017-0-810  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Funding available as of 7-24-09 \$16,049.00.

Attachments

Link: [invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:55 PM	APRV
2	Erika Zamora	Erika Zamora	07/24/2009 05:07 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Monica Badillo Started On: 07/24/2009 04:44 PM  
Final Approval Date: 07/24/2009

RECEIVED

JUL 15 2009

COUNTY JUDGE



310 N. Mesa, Suite 824, El Paso, Texas 79901  
Tel: (915) 838-6860 • Fax: (915) 838-6880  
Washington, D.C. Tel: (202) 294-5549  
[www.bordercounties.org](http://www.bordercounties.org)

July 1, 2009

Dear Coalition Member:

Enclosed is an invoice dated July 1, 2009 for your county's 2009/2010 membership dues for the US/Mexico Border Counties Coalition. Please note that this invoice reflects a ¼% automatic dues increase as adopted by the Board in March 2006. Your prompt payment of these dues will be most appreciated and will allow us to continue the vital work of the Coalition.

The US/Mexico Border Counties Coalition continues to strongly represent your interests and is recognized in Washington, D.C. as a leading advocate for border issues.

The Coalition again has continued its advocacy for the State Criminal Alien Assistance Program (SCAAP) and the Southwest Border Prosecution Initiative (SWBPI). The Coalition met with the White House and with key Members of Congress and reiterated once again the importance of these programs to border counties. The Coalition has also collaborated with the Southwest Border Sheriffs Association in support of SCAAP and SWBPI. As of this date, the House has included \$400 million for SCAAP and \$30 million for SWBPI in its Commerce, Justice, Science and Related Agencies Appropriations bill. Senate action is pending but staff has been meeting with Senate appropriators to secure and increase these funding levels.

Section 1011 reauthorization remains a high priority for the Coalition. Section 1011 reimburses hospitals and doctors for who treat undocumented immigrants in an emergency room setting. We are working with the American Hospital Association and other interested organizations in a united effort to get Section 1011 reauthorized.

The Coalition has established a sound working relationship with the new Obama Administration and is actively engaged in dialogues with them regarding immigration reform and border security, among others.

Please renew your support today or, if you haven't joined previously, please join with your fellow border counties to make a positive difference for our communities.

Our annual Border Conference will be held on September 11 and 12 in El Paso, Texas. We anticipate a very informative and entertaining conference. Registration and agenda information will be available soon on our website, [www.bordercounties.org](http://www.bordercounties.org). Please help us make this conference a success with your active participation.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Austin".

David M. Austin  
Border Representative

Enclosure

RECEIVED

OFFICE OF EXECUTIVE OFFICER  
ON: 7/17/09 BY: [Signature]

The United States/Mexico Border Counties Coalition

El Paso Office  
310 N. Mesa, Suite 824  
El Paso, Texas 79901

# Invoice

Date	Invoice #
7/1/2009	572

Bill To
The Honorable J.D. Salinas Hidalgo County PO Box 1356 Edinburg TX 78540

Description	Amount
Membership dues - 2009/2010	10,768.91
<p>INVOICE RECEIVED BY: <u>Monica</u> on <u>7/1/09</u></p> <p>GOODS/SERVICES RECEIVED BY: <u>[Signature]</u> on _____</p> <p><i>mb</i></p>	
Please remit to above address. Thanks! <u>9-1100-413-30-115-017-0-810</u>	<b>Total</b> <u>\$10,768.91</u>

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

Date: 07/28/2009  
Submitted By: Flora Vazquez, WORKERS' COMPENSATION  
Department: WORKERS' COMPENSATION  
Agenda Category: Budget and Management

---

Information

CAPTION

1. Approval to transfer \$423,305.81 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for periods:

07/04-10/2009	\$ 193,853.08
07/11-17/2009	\$ 229,452.73
TOTAL:	\$ 423,305.81

2. Approval of wire transfer to cover claims paid.

BACKGROUND

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Fiscal Impact

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Attachments

- Link: [07/04-10/2009](#)
- Link: [07/11-17/2009](#)
- Link: [Certification](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 03:12 PM	APRV
2	Olga Garza	Olga Garza	07/24/2009 04:05 PM	APRV
3	Dale Kennan	Dale Kennan	07/24/2009 04:39 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Flora Vazquez			Started On: 07/24/2009 02:44 PM	
Final Approval Date: 07/24/2009				

---



**BlueCross BlueShield  
of Texas**

**Group # 021185**

**Settlement ID:**

**Processed Date**

Period

**HIDALGO COUNTY**

**TX433010006**

**07-04-2009 THRU 07-10-2009**

SECTION		
0001-0011	HIDALGO COUNTY	\$141,207.41
0002-0012	HEADSTART	\$ 31,661.82
0003-0013	APPRAISAL DISTRICT	\$ 5,021.53
0004-0014	COMMUNITY SERVICE	\$ 1,853.77
0005-0015	DRAINAGE DISTRICT	\$ 5,277.55
9001-9002	COBRA	\$ 3,828.66
0006-0016	RETIREE	\$ 5,002.34
	<b>TOTALS</b>	<b>\$ 193,853.08</b>





Settlement Associator Group Nbr Section N Group Nam Coverage Claim Type Member ID

1	1	21185	6 HIDALGO	Blue Shield	Basic Cove	841025357
1	1	21185	6 HIDALGO	Drug	Basic Cove	843724557
1	1	21185	6 HIDALGO	Drug	Basic Cove	837257437
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128
1	1	21185	6 HIDALGO	Drug	Basic Cove	842764128

1	1	21185	16 HIDALGO	Blue Cross	Basic Cove	840806904
1	1	21185	16 HIDALGO	Blue Cross	Basic Cove	840983722
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	840806904
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	840806904
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	840806904
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	840806904
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	840806904
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	842695603
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	842695603
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	842695603
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	841375926
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838351781
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838351781
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	840983722
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838947389
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	836879087
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	836879087
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	838011622
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	842418797
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	841927806
1	1	21185	16 HIDALGO	Blue Shield	Basic Cove	841927806
1	1	21185	16 HIDALGO	Drug	Basic Cove	840806904
1	1	21185	16 HIDALGO	Drug	Basic Cove	842695603
1	1	21185	16 HIDALGO	Drug	Basic Cove	834932457
1	1	21185	16 HIDALGO	Drug	Basic Cove	834932457
1	1	21185	16 HIDALGO	Drug	Basic Cove	838351781
1	1	21185	16 HIDALGO	Drug	Basic Cove	838351781
1	1	21185	16 HIDALGO	Drug	Basic Cove	840983722
1	1	21185	16 HIDALGO	Drug	Basic Cove	836879087

1	1	21185	16 HIDALGO Drug	Basic Cove 837105753
1	1	21185	16 HIDALGO Drug	Basic Cove 840807508
1	1	21185	16 HIDALGO Drug	Basic Cove 840807508
1	1	21185	16 HIDALGO Drug	Basic Cove 838011622
1	1	21185	16 HIDALGO Drug	Basic Cove 838011622
1	1	21185	16 HIDALGO Drug	Basic Cove 842418797
1	1	21185	16 HIDALGO Drug	Basic Cove 842418797

1	1	21185	16 HIDALGO Blue Shield	Basic Cove 840640996
1	1	21185	16 HIDALGO Blue Shield	Basic Cove 840640996
1	1	21185	16 HIDALGO Blue Shield	Basic Cove 840640996
1	1	21185	16 HIDALGO Blue Shield	Basic Cove 840640996
1	1	21185	16 HIDALGO Blue Shield	Basic Cove 840640996
1	1	21185	16 HIDALGO Blue Shield	Basic Cove 839776658
1	1	21185	16 HIDALGO Drug	Basic Cove 840640996
1	1	21185	16 HIDALGO Drug	Basic Cove 844884031

Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
0000200919550553280X	Single	7/2/2009	\$36.29	\$36.29	0.00%	\$0.00	
91893358916000	Single	7/8/2009	\$503.67	\$503.67	0.00%	\$0.00	
91893470126000	Single	7/8/2009	\$140.95	\$140.95	0.00%	\$0.00	
91857100487000	Single	7/4/2009	\$23.50	\$23.50	0.00%	\$0.00	
91857101911000	Single	7/4/2009	\$10.90	\$10.90	0.00%	\$0.00	
91857104548000	Single	7/4/2009	\$25.13	\$25.13	0.00%	\$0.00	
91893606848000	Single	7/8/2009	\$69.98	\$69.98	0.00%	\$0.00	
91893607129000	Single	7/8/2009	\$4.93	\$4.93	0.00%	\$0.00	
91893607395000	Single	7/8/2009	\$126.33	\$126.33	0.00%	\$0.00	
91914294383000	Single	7/10/2009	\$93.30	\$93.30	0.00%	\$0.00	
BASIC PLAN:			\$1,034.98	\$1,034.98	0.00%	\$0.00	
0000200919451908370X	Family Sub	6/18/2009	\$129.59	\$129.59	0.00%	\$0.00	
0000200919451923630X	Single	7/6/2009	\$856.13	\$856.13	0.00%	\$0.00	
0000200919150398830X	Family Sub	6/18/2009	\$14.64	\$14.64	0.00%	\$0.00	
0000200919450424850X	Family Sub	6/25/2009	\$11.62	\$11.62	0.00%	\$0.00	
0000200919450424850X	Family Sub	6/25/2009	\$2.37	\$2.37	0.00%	\$0.00	
0000200919450424850X	Family Sub	6/25/2009	\$0.82	\$0.82	0.00%	\$0.00	
0000200919450424850X	Family Sub	6/25/2009	\$3.84	\$3.84	0.00%	\$0.00	
0000200919050444960X	Family Mer	7/1/2009	\$12.36	\$12.36	0.00%	\$0.00	
0000200919050444960X	Family Mer	7/1/2009	\$9.75	\$9.75	0.00%	\$0.00	
0000200919050520780X	Family Mer	7/6/2009	\$73.31	\$73.31	0.00%	\$0.00	
0000200919550529070X	Single	7/7/2009	\$72.13	\$72.13	0.00%	\$0.00	
0000200918003056980C	Family Mer	3/24/2009	\$11.52	\$11.52	0.00%	\$0.00	
0000200918003056980C	Family Mer	3/24/2009	\$24.93	\$24.93	0.00%	\$0.00	
0000200919650382480X	Single	7/6/2009	\$102.40	\$102.40	0.00%	\$0.00	
0000200919650342120X	Single	7/9/2009	\$73.31	\$73.31	0.00%	\$0.00	
0000200919750486870X	Family Mer	6/25/2009	\$50.94	\$50.94	0.00%	\$0.00	
0000200919750486870X	Family Mer	6/25/2009	\$4.13	\$4.13	0.00%	\$0.00	
0000200919750486320X	Family Sub	6/30/2009	\$17.54	\$17.54	0.00%	\$0.00	
0000200919750486320X	Family Sub	6/30/2009	\$2.82	\$2.82	0.00%	\$0.00	
0000200919750486320X	Family Sub	6/30/2009	\$2.40	\$2.40	0.00%	\$0.00	
0000200919750486320X	Family Sub	6/30/2009	\$2.40	\$2.40	0.00%	\$0.00	
0000200919750486330X	Family Sub	6/30/2009	\$7.69	\$7.69	0.00%	\$0.00	
0000200919750486330X	Family Sub	6/30/2009	\$6.93	\$6.93	0.00%	\$0.00	
0000200919750486330X	Family Sub	6/30/2009	\$4.76	\$4.76	0.00%	\$0.00	
0000200919150397110X	Single	6/16/2009	\$2.59	\$2.59	0.00%	\$0.00	
0000200919550553570X	Family Sub	6/3/2009	\$39.80	\$39.80	0.00%	\$0.00	
0000200919551807160X	Family Mer	7/8/2009	\$60.00	\$60.00	0.00%	\$0.00	
91885628063000	Single	7/7/2009	\$133.30	\$133.30	0.00%	\$0.00	
91874016533000	Single	7/6/2009	\$9.65	\$9.65	0.00%	\$0.00	
91884330801000	Family Mer	7/7/2009	\$4.17	\$4.17	0.00%	\$0.00	
91893947809000	Family Mer	7/8/2009	\$26.84	\$26.84	0.00%	\$0.00	
91916322320000	Single	7/10/2009	\$50.14	\$50.14	0.00%	\$0.00	
91895511610000	Family Mer	7/8/2009	\$6.30	\$6.30	0.00%	\$0.00	
91903359915000	Single	7/9/2009	\$94.96	\$94.96	0.00%	\$0.00	
91895237617000	Single	7/8/2009	\$29.53	\$29.53	0.00%	\$0.00	

91896002563000 Single	7/8/2009	\$1.10	\$1.10	0.00%	\$0.00
91805737489000 Single	6/29/2009	(\$44.85)	(\$44.85)	0.00%	\$0.00
91805759596000 Single	6/29/2009	(\$26.59)	(\$26.59)	0.00%	\$0.00
91884036923000 Single	7/7/2009	\$10.72	\$10.72	0.00%	\$0.00
91884044155000 Single	7/7/2009	\$2.25	\$2.25	0.00%	\$0.00
91875195781000 Single	7/6/2009	\$42.29	\$42.29	0.00%	\$0.00
91876447454000 Single	7/6/2009	\$130.85	\$130.85	0.00%	\$0.00
BUY-UP PLAN:		\$2,071.38	\$2,071.38	0.00%	\$0.00
0000200919650370910X Single	7/13/2009	\$41.29	\$41.29	0.00%	\$0.00
0000200919650370910X Single	7/13/2009	\$24.96	\$24.96	0.00%	\$0.00
0000200919753010170T Single	7/13/2009	\$6.68	\$6.68	0.00%	\$0.00
0000200919753010170T Single	7/13/2009	\$9.08	\$9.08	0.00%	\$0.00
0000200919753010170T Single	7/13/2009	\$1.85	\$1.85	0.00%	\$0.00
0000200919650477130X Single	7/9/2009	\$41.29	\$41.29	0.00%	\$0.00
91903306898000 Single	7/9/2009	\$1,516.26	\$1,516.26	0.00%	\$0.00
91884134433000 Single	7/7/2009	\$145.07	\$145.07	0.00%	\$0.00
BUY-UP PLAN:		\$1,786.48	\$1,786.48	0.00%	\$0.00
TOTAL:		\$4,892.84			

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

FOR THE PERIOD OF: July 4, 2009 thru July 17, 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 \$ 423,305.81.

- 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 07/04-17/2009 is \$ 423,305.81.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of July 28, 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.

  
\_\_\_\_\_  
Employee Benefits Manager

07/24/2009  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dept. of Budget & Management Budget Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

**Certification of Workers' Compensation Claims paid by Tristar Risk Management  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Flora Vazquez, WORKERS' COMPENSATION  
Department: WORKERS' COMPENSATION  
Agenda Category: Budget and Management

Information

CAPTION

Self Funded Workers' Comp (2202):  
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$37,497.29 for the period of 07/01-15/2009 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

- Link: [Invoice](#)
- Link: [Breakdown by Organization](#)
- Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 03:13 PM	APRV
2	Olga Garza	Olga Garza	07/24/2009 04:19 PM	APRV
3	Dale Kennan	Dale Kennan	07/24/2009 04:51 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Flora Vazquez			Started On: 07/24/2009 02:52 PM	
Final Approval Date: 07/24/2009				

**Tristar Risk Management**  
**100 Oceangate Suite #700**  
**Long Beach, CA 90802**  
**(562) 495-6600**  
**TIN: 95-2791831**

July 16, 2009

Hidalgo County Workers Compensation Fund  
2818 S. Bus Hwy. 281  
Edinburg, TX 78539  
Flora Vazquez  
Director of Risk Management

L HIDAL.WC  
Invoice Number: 53545

---

Loss Replenishment

Re: Workers Compensation

---

Tristar Risk Management hereby certifies that the attached billings for losses paid 37,497.29  
7/1-7/15/09 (Check#500001-500131)are in accordance with our contract with Hidalgo County  
Exhibit A, dated July 1st

---

**TOTAL CURRENT CHARGES** \$ 37,497.29

---

Previous Balance Due \$100,103.74

---

Payments and Credits

07/13/09 Payment received - thank you 45,908.59CR

07/15/09 Payment received - thank you 54,195.15CR

---

Total Payments and Credits \$100,103.74CR

---

Total Balance Due \$ 37,497.29

---

Due Upon Receipt

---

If you have any questions or need wire instructions, please call:  
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to  
speak with Annette Rivas

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### Custom Payment Total

By Organization

07/01-15/2009

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
-----------	------------	------------	--------------	----------	----------	------------------	-------	------------------	--------	--------

**Alternate Organization 1 : Hidalgo County**

<b>Alternate Organization 1 Total:</b>									250	33,905.89
--	--	--	--	--	--	--	--	--	-----	-----------

**Alternate Organization 1 : Headstart**

<b>Alternate Organization 1 Total:</b>									54	3,301.73
--	--	--	--	--	--	--	--	--	----	----------

**Alternate Organization 1 : Drainage District #1**

<b>Alternate Organization 1 Total:</b>									1	27.50
--	--	--	--	--	--	--	--	--	---	-------

**Alternate Organization 1 : Community Service**

<b>Alternate Organization 1 Total:</b>									6	262.17
--	--	--	--	--	--	--	--	--	---	--------

<b>Grand Total:</b>									311	37,497.29
---------------------	--	--	--	--	--	--	--	--	-----	-----------

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION  
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT  
FOR THE PERIOD OF: July 1-15, 2009

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 37,497.29.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 500001-500131) on behalf of injured employees from 07/01/2009 to 07/15/2009 :

- |     |                                     |                     |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County                      | \$ <u>33,905.89</u> |
| 2). | Hidalgo County Headstart Program    | \$ <u>3,301.73</u>  |
| 3). | Community Service Agency            | \$ <u>262.17</u>    |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u>     |
| 5). | Drainage District #1                | \$ <u>27.50</u>     |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 37,497.29.  
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of July 28, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 162,502.71.

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10<sup>th</sup> day of the following month.

Alora Vazquez  
Employee Benefits Manager

07/23/2009  
Date

\_\_\_\_\_  
Dept. of Budget & Management Budget Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

AI-16611

10.A.

**Requesting Authority to Advertise South Palm Garden Estates I & II and High Point Subdivisions**

**CC CONSENT**

**Date:** 07/28/2009

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Submitted For:** Agapito Vargas

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.1

**Information**

**CAPTION**

Requesting authority to advertise for sealed competitive procurement for Road & Drainage Construction of the following:

1. South Palm Garden Estates I & II Subdivisions
2. High Point Subdivision;

with plans and specifications drafted by project engineer, TEDSI Infrastructure for BCAP.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 9-1312-431-00-121-687-0-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object Codes 731 & 733 have \$42,764.98 and \$0 available as of 7/24/09.

**FISCAL YEAR:**

**ACCT. #:** 9-1312-431-00-121-688-0-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object Codes 731 & 733 have \$35,373.00 and \$0 available as of 7/24/09.

**FISCAL YEAR:**

**ACCT. #:** 9-1312-431-00-121-319-0-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object Codes 731 & 733 have \$88,200.00 and \$0 available as of 7/24/09.

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	07/23/2009 01:43 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 02:12 PM	APRV
3	Erika Zamora	Erika Zamora	07/24/2009 01:32 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Yvette Islas

Started On: 07/22/2009 08:32 AM

Final Approval Date: 07/24/2009

---

AI-16652

10.B.

**Invoice Payment-L & G Consulting Engineers, Inc.**

**CC CONSENT**

Date: 07/28/2009  
 Submitted By: Vangie Garcia, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for Invoice Payment No. 11323050 (May) in the amount of \$62,020.00 and Invoice Payment No. 11323090 (June) in the amount of \$5,000.00 submitted by L & G Consulting Engineers, Inc. in connection with contract #C-08-417-12-09-PO #617489-Professional Engineerig Services for: FM 493 from US 281 (Military Highway) to Business 83 Project with authority for County Treasurer to issue payment/check after County Auditor's review and complete processing procedures.

BACKGROUND

Fiscal Impact

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 \$863,920.00 as of 7-24-09 for L & G Consulting Engineers, Inc.

Attachments

Link: [Invoice Documentation-Month Of May](#)

Link: [Invoice Documentation-Month Of June](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 04:14 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:25 PM	APRV
3	Erika Zamora	Erika Zamora	07/24/2009 03:05 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Vangie Garcia

Started On: 07/23/2009 03:01 PM

Final Approval Date: 07/24/2009

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

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

**FAX COVERSHEET**

**To:** Purchasing Dept **From:** Noe Montez  
 \_\_\_\_\_  
 Attn: Vangie  
 \_\_\_\_\_  
**Fax:** \_\_\_\_\_ **Pages:** 2  
 \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Date:** 7/23/09  
 \_\_\_\_\_  
**Re:** \_\_\_\_\_ **CC:** \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments**

Please place the following inv#11323050 from L & G Eng on the next CC for approval for payment. Also please place inv #11323090 that was on cc 7/21/09 , but no action was taken.

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.**

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

**INVOICE #: 11323050**  
**INVOICE DATE: 05/31/09**

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

**JOB: 090201**  
 FM 493 South  
 PO# 617489

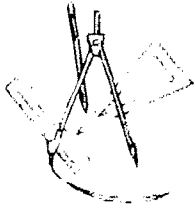
Engineering services for the month of May 2009.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	254 000 00	165.100 00	25.400 00	190 500 00	75 0	63 500 00
12001-EA Reports	60 000 00	18.000 00	6.000 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				0 0	20 000 00
13002-Owner Data/Cor	35 000 00	10 500 00	19 250 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	72.180 00	8.020 00	80.200 00	20 0	320.800 00
16104-Outfall Design	67 000 00	6.700 00	3.350 00	10.050 00	15 0	56.950 00
16260-Signal War/Sub	15 000 00				0 0	15 000 00
16302-Traf Cntrl Pin	30.000 00				0 0	30 000 00
16304-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
<b>TOTALS</b>	<b>1.144.000 00</b>	<b>280.080 00</b>	<b>62.020 00</b>	<b>342 100 00</b>	<b>29 9</b>	<b>801 900 00</b>

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 \$ 342 100 00  
 LESS PREVIOUS INVOICES \$ 280.080 00  
 CURRENT PAYMENT DUE \$ 62 020 00

*Marisela G. Mares* *Sec 1/009*  
 PROJECT MANAGER'S SIGNATURE  
*for: Armando J. Sandoval*

**INVOICE RECEIVED BY**  
 \_\_\_\_\_ on \_\_\_\_\_  
**GOODS/SERVICES RECEIVED BY:**  
 \_\_\_\_\_ on \_\_\_\_\_



# L&G Engineering

Transportation Consultants

June 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 May 2009. The following is attached:

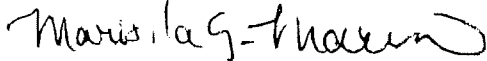
- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
<b>FC 11006 - DESIGN SCHEMATICS</b>		
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 L/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%
<b>FC 12001 - EA REPORTS</b>		
L&G is continuing to develop the environmental document and awaiting ROE letters to return.	L&G	40%
<b>FC 12002 - PUBLIC INVOLVEMENT</b>		
This task has not begun	L&G	0%
<b>FC 12040 - CULTURAL RESOURCES</b>		
This task has not begun.	L&G	0%
<b>FC 13002 - OWNERSHIP DATA COLLECTION</b>		
We have identified land owners along the proposed 120' and 100' options.	L&G	85%
<b>FC 15011 - SURVEY PLANS AND DESIGN/SUB</b>		
This task has not begun.	RODS	0%
<b>FC 16001 - ROADWAY DESIGN</b>		
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 HBWC. A preliminary profile has been developed for the project.	L&G	20%

<b>FC 16104 – OUTFALL DESIGN</b>		
We have identified potential outfalls and developed a hydrologic map. We are also evaluating the hydraulic capacities of existing outfalls.	L&G	15%
<b>FC 16260 – SIGNAL WARRANTS/SUB</b>		
This task has not begun.		0%
<b>FC 16302 – TRAFFIC CONTROL PLAN</b>		
This task has not begun.	L&G	0%
<b>FC 16304 – IRRIGATION</b>		
We have identified existing irrigation lines and included them in the schematic.	L&G	5%
<b>FC 16306 – QUANTITIES &amp; SPECS</b>		
This task has not begun.	L&G	0%
<b>FC 16307 – UTILITIES</b>		
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%

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

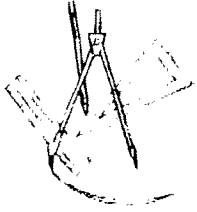
Sincerely,



Marisela Marin  
Secretary/Treasurer

Attachment





# L&G Engineering

Transportation Consultants

May 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:

L&G Engineering will not be submitting an invoice for services rendered through April 2009. The following %'s are current for the ongoing project.

TASK		% COMPL
<b>FC 11006 – DESIGN SCHEMATICS</b>		
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 developed a project matrix identifying ROW, relocation and environmental constraints for both 120 ft. and 100 ft. options. We have also developed a 120ft. East/West/Center schematic to justify the best-fit alignment.	L&G	65%
<b>FC 12001 – EA REPORTS</b>		
L&G has begun to research and collect data to develop the environmental document. L&G is coordinating with TXDOT to obtain ROE for arch and field surveys.	L&G	30%
<b>FC 12002 - PUBLIC INVOLVEMENT</b>		
This task has not begun	L&G	0%
<b>FC 12040 – CULTURAL RESOURCES</b>		
This task has not begun.	L&G	0%
<b>FC 13002 – OWNERSHIP DATA COLLECTION</b>		
We have identified land owners along the proposed 120' and 100' options.	L&G	30%
<b>FC 15011 - SURVEY PLANS AND DESIGN/SUB</b>		
This task has not begun.	RODS	0%
<b>FC 16001 – ROADWAY DESIGN</b>		
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.	L&G	18%
<b>FC 16104 – OUTFALL DESIGN</b>		

Page 2

We have identified potential outfalls and will begin to evaluate their hydraulic capacities.	L&G	10%
<b>FC 16260 – SIGNAL WARRANTS/SUB</b>		
This task has not begun.		0%
<b>FC 16302 – TRAFFIC CONTROL PLAN</b>		
This task has not begun.	L&G	0%
<b>FC 16304 – IRRIGATION</b>		
We have identified existing irrigation lines and included them in the schematic.	L&G	5%
<b>FC 16306 – QUANTITIES &amp; SPECS</b>		
This task has not begun.	L&G	0%
<b>FC 16307 – UTILITIES</b>		
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.	L&G	15%

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

Sincerely,

Marisela G. Marin  
Secretary / Treasurer

Attachment

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

(956) 968-8733 FAX(956) 973-7804  
1902 JOE STEPHENS AVE.  
Weslaco, Texas 78696

**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.

**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

*DOS*

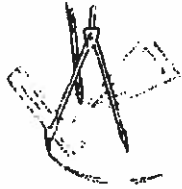
DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2009.						
11006-Design Schem	254 000 00	190 500 00		190 500 00	75 0	63 500 00
12001-FA Reports	60 000 00	24 000 00		24 000 00	40 0	36 000 00
12002 Pub Involvement	10 000 00			0 0	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	0 0	150 000 00
16001 Rdwy Dsgn	461 000 00	80 200 00		80 200 00	20 0	380 800 00
16104-Outfall Design	67 000 00	10 050 00		10 050 00	15 0	56 950 00
16302 Traf Contrl Plan	30 000 00			0 0	0 0	30 000 00
16304 Irrigation	32 000 00	1 600 00		1 600 00	5 0	30 400 00
16306 Qty Specs	30 000 00			0 0	0 0	30 000 00
16307-Utillities	40 000 00	6 000 00		6 000 00	15 0	34 000 00
3200-Const Mgmt	15 000 00			0 0	0 0	15 000 00
<b>TOTALS</b>	<b>1 144 000 00</b>	<b>342 100 00</b>	<b>5 000 00</b>	<b>347 100 00</b>	<b>30 1</b>	<b>796 900 00</b>

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. Trevino*  
 PROJECT MANAGER'S SIGNATURE *Sec/2006*

*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  
Westaco, TX 78596

RF: 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
<b>FC 11006 – DESIGN SCHEMATICS</b>		
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 L/T/R/T/C/T 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%
<b>FC 12001 – EA REPORTS</b>		
L&G is continuing to develop the environmental document.	L&G	40%
<b>FC 12002 – PUBLIC INVOLVEMENT</b>		
This task has not begun	L&G	0%
<b>FC 12040 – CULTURAL RESOURCES</b>		
L&G is beginning to obtain the necessary permits to begin the historical and archeological surveys.	L&G	25%
<b>FC 13002 – OWNERSHIP DATA COLLECTION</b>		
We have identified land owners along the proposed 120' and 100' options.	L&G	85%
<b>FC 15011 -- SURVEY PLANS AND DESIGN/SUB</b>		
This task has not begun.	RODS	0%
<b>FC 16001 – ROADWAY DESIGN</b>		
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

<b>FC 16104 - OUTFALL DESIGN</b>		
We have identified potential outfalls and developed a hydrologic map. We are also evaluating the hydraulic capacities of existing outfalls.	L&G	15%
<b>FC 16302 - TRAFFIC CONTROL PLAN</b>		
This task has not begun.	L&G	0%
<b>FC 16304 - IRRIGATION</b>		
We have identified existing irrigation lines and included them in the schematic.	L&G	5%
<b>FC 16306 - QUANTITIES &amp; SPECS</b>		
This task has not begun.	L&G	0%
<b>FC 16307 - UTILITIES</b>		
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%
<b>FC 32000 CONSTRUCTION MANAGEMENT</b>		
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



**Invoice Payment-Dos Land Surveying  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for Invoice Payment No. 1.09CD in the amount of \$8,700.00 submitted by Dos Land Surveying in connection with contract #C-08-225-09-09-PO# 618514 for: Surveying Services-various R & B, and CIP Projects on an As Needed Basis with authority for County Treasurer to issue payment/check after Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-734  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Amount available in PO#618514 \$8,700.00 as of 7-24-09 for Dos Land Surveying.

Attachments

Link: [Invoice Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 04:19 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:26 PM	APRV
3	Erika Zamora	Erika Zamora	07/24/2009 02:18 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Vangie Garcia Started On: 07/23/2009 03:23 PM  
Final Approval Date: 07/24/2009

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

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

## FAX COVERSHEET

<b>To:</b> Purchasing Dept	<b>From:</b> Noe Montez
Attn: Vangie	
<b>Fax:</b>	<b>Pages:</b> 2
<b>Phone:</b>	<b>Date:</b> 7/23/09
<b>Re:</b>	<b>CC:</b>

Urgent   
  For Review   
  Please Comment   
  Please Reply   
  Please Recycle

● **Comments**

Please place the following inv#01.09CD from Dos I.and Surveying on the next CC 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.



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

**DATE:**  
 July 20, 2009

**INVOICE # 01.09 CD**

Attention: Accounts Payable

PO Number: 618514

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Colonia Diaz Subdivision				
<b>Professional Services</b>				
<b>Survey and Topography</b>				
Topographical Survey Depicting Roadway Drainage and Utilities Row Retracement on 300 Feet of Mile 15 North Road and Approx 730 Feet of Diaz Road Colonia Diaz Subd	\$8,700.00		\$8,700.00	\$0.00
<b>TOTAL</b>	<b>\$8,700.00</b>	<b>\$0.00</b>	<b>\$8,700.00</b>	<b>\$0.00</b>
<b>TOTAL DUE</b>			<b>\$8,700.00</b>	

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

*DM*  
 9-1201-431-00-121-025-0-734  
 PO 618514

**INVOICE RECEIVED BY**  
*NCE Hunter* on 7/22/09  
**GLD/S/SERVICES RECEIVED BY:**  
 \_\_\_\_\_ on \_\_\_\_\_

**AI-16588**

**10.D.**

**Motorola Inc.**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Tanya Delira, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to utilize the following cooperative purchasing vendor, for purchases on an "As Needed Basis" through our membership/participation with HGAC awarded vendor Motorola Inc. (HGAC contract no: RA01-08 - Communications Equipment & Services) 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. #: 9-1284-421-00-280-037-9-748  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Amount available for requisition# 158494 as of 7-23-09 \$8,726.00 for Motorola Inc.

Attachments

Link: [Motorola](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 01:05 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/23/2009 03:54 PM	APRV
3	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Tanya Delira  
Started On: 07/21/2009 08:03 AM  
Final Approval Date: 07/24/2009

Requisition

Req # 00158494

SHERIFF'S LAW ENFORMENT FACILITY

PO #

Date: 07/09/09

444

Contract  
7/28/09  
16588

Bill To: x  
x

Vendor: 283827  
MOTOROLA INC.  
1313 E. ALGONQUIN RD  
SCHAUMBURG IL 60196  
FAX (210)680-3214

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: MHINOJOSA  
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	EACH	ASTRO DIGITAL XTSC1500 VHF MODEL 1.5 1-5 48 CHANNEL (DISPLAY) ITEM#H66KDD9PW5 NIGP#725.27	615.00 ✓	2,460.00
4.00	EACH	ENH:SOFTWARE P25 CONVENTIONAL ITEM#Q811	446.00 ✓	1,784.32
4.00	EACH	ALT:BATTERY IMPRES NIMH ULTRA HI CAPACITY ITEM#Q393	38.54	154.16
4.00	EACH	CHARGGER, IMPRESS SMART RAOID RATE, 110V ITEM#NTN1873	132.00	528.00
4.00	EACH	THRAOT MICROPHONE ITEM#LSH2357DP	880.88 ✓	3,523.52
1.00	EACH	PROGRAMMING/TEMPLATE/AACTIVATION	276.00	276.00
		Account No	Encumbrance	
		9-1284-421-00-280-037-9-748	8,726.00	
			Freight	.00
			Total	8,726.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Start 4:25 - went with Congre to talk about upgrade contract. Get interrupted by SAC for another bill 4:35 Come back at 4:43 for Unriv AKI to do price verification. Asst C.S. 7/28/09		

Authorized By: \_\_\_\_\_



GENERAL PURPOSE  
& EMERGENCY  
VEHICLES

COMMUNICATIONS  
EQUIPMENT &  
SERVICES

GROUNDINGS  
FACILITIES & PARKS  
EQUIPMENT

PUBLIC  
WORKS  
EQUIPMENT

EMERGENCY  
EQUIPMENT  
& SUPPLIES

CONSULTING  
LEASING & STAFFING  
SERVICES

GREEN  
INFORMATION

COOPERATIVE  
ENERGY  
PURCHASING

You are here: Home > Radio Communication Equipment

## COMMUNICATIONS EQUIPMENT & SERVICES

### RADIO COMMUNICATION EQUIPMENT

**Contract No.:** RA01-08

**Effective Date:** January 1, 2008 thru December 31, 2009

A wide variety of Radio Communication/Emergence Response & Mobile Interoperable Equipment is available thru the H-GAC Cooperative Purchasing Program. Please contact the appropriate supplier to discuss your needs, and to obtain a price quotation based on the H-GAC contract.

#### CONTRACTORS / PRODUCTS & SERVICES OFFERED

**BearCom Operating L.L.C.**

Icom: Land Mobile Radios, Portable & Mobile Radios, Base Stations, and Trunking systems. BearCom: QuickSite 1000, Mobile Command station. BearCom: Field Technician and Bench Technician services for installation, testing, training, obtaining certifications, repairs, etc

**Communications Applied Technology**

C-AT First Responder Radio Intercom Systems (IS) - Wireless and Wired Configurations. Portable Radio Interoperability Interface (Portable Incident Commanders' Radio Interface (ICRI)). Mobile Radio Interoperability Interface with satellite and VoIP Capabilities (Rackmounted/Mobile Incident Commanders' Radio Interface (ICRI))

**Dailey & Wells Communications**

M/A-Com, Complete line of Wireless systems. Product and Services. Conventional, Trunked, Project 25, EDACS, ProVoice, Interop Systems.

**Daniels Electronics**

Daniels Electronics MT-3 and MT-4 series of Land Mobile Radio Systems are built up from the radio modules (e.g. transmitters and receivers) on the submitted price list which are custom configured to create radio base stations and repeaters based on the customer's requirements. Daniels supplies both analog and P25 digital systems. Bands supported: VHF Lowband, VHF Highband, VHF AM, UHF and T-Band.

**EF Johnson**

Land Mobile Radios Analog and Digital; New 700/800 mHz Series; Base Stations Analog and Digital; Communication Control Console Systems, Portable Radios Analog and Digital; P25 Trunking Radio Systems; Multi-Site Trunking; Voting Receivers; Network Interface Unit (NIU)

**Icom America**

Icom, Portables F11/F21 - Analog 12.5/25kHz; F14/F24 - Analog 12.5/25kHz; F3021/F4021 - Analog 12.5/25kHz; F33G/F43G - Analog 12.5/25kHz; F43TR - Analog 12.5/25kHz; LTR trunking, Passport (2.0) trunking; F50/F60 - Analog 12.5/25kHz

(Icom also available thru Bliss Communications and Houston Communications.)

**JPS Communications**

Interoperability Solutions: Scalable and field configurable systems that provide a true SIP-based gateway to digitally converge your existing radio systems with SIP telephones, networks, and devices. Advanced training for JPS products and services

**Motorola**

Mobile and Portble radios, Basestations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and, Generators) Trailers/Deployables, Generators, UPS's, Radio Equipment Project Management, System Engineering, System Technologist, Training

**Positron**

#### VENDOR CONTACTS

**BearCom Operating LLC**

Linda Bonner  
(P): 281-476-4302  
(F): 214-355-0783  
[Click here for Email](#)

**Bliss Communications**

Debra Brooks  
(P): 713-630-0452  
(F): 713-630-0043  
[Click here for Email](#)

**Communications-Applied  
Technology**

Josie Leyman Elias  
(P): 800-229-3925  
(F): 703-471-4428  
[Click here for Email](#)

**Dailey and Wells  
Communications, Inc.**

Dwight Stickle  
(P): 800-728-4398  
[Click here for Email](#)

**Daniels Electronics Ltd.**

Gary Ranson  
(P): 800-664-4066  
(F): 877-250-0004  
[Click here for Email](#)

**EF Johnson Co.**

Larry Miller  
(P): 800-328-3911  
(F): 972-819-0639  
[Click here for Email](#)

**Houston  
Communications**

Joel Mills  
(P): 281-491-1616  
(F): 281-491-1727  
[Click here for Email](#)

**Icom America, Inc.**

Etsi Tamura  
(P): 800-306-1403  
[Click here for Email](#)

**JPS Communications,  
Inc.**

Marcia Gatlin  
(P): 919-865-1216  
[Click here for Email](#)

**Motorola Inc.**

George M. Ebelt  
(P): 281-802-2643  
(F): 281-955-7801  
[Click here for Email](#)

**Positron Public Safety  
Systems Corp.**

Scott MacEwen  
(P): 514-345-2200  
[Click here for Email](#)

**ReIm Wireless  
Corporation**

Shari Sharp  
(P): 800-648-0947  
(F): 321-676-4403  
[Click here for Email](#)

**Science Applications  
International (SAIC)**

The Technology Series "T5" system is an advanced Communication Console System capable of supporting a variety of customers and communication interfaces. The design includes fault-tolerant and self-healing technology to prevent any single-point failure from interrupting system operation. Positron can provide Project Management, System Design and Architecture, System Deployment, Installation, Training, Maintenance and Technical Support Services to the proposed products.

Yami Alfaro-Gunion  
(P): 415-202-1839  
[Click here for Email](#)

#### H-GAC CONTACTS

Reim Wireless

RELM / BK RADIO Land Mobiles, Portables, Base Station, Repeaters & Rapid Deployment Repeaters

**LaWanda James**  
(P): 713-993-4536 , Ext: 4536  
(F): 713-993-4548  
[lawanda.james@h-gac.com](mailto:lawanda.james@h-gac.com)

Science Applications International (SAIC)

iPS - IC4U/AC3S Mobile Command Module Emergency Response Shelters, Orus - Situatoor Situation Mgmt. Software platform for security, safety and emergency services. SYS Technologies - Vigilyz Incident Management System. Skyport Global Communications, Inc. - Emergency satellite communications for voice, data and internet. SAIC - Integration services. Visiphor - Briaante integration software. Hunter Research - Workflow documentation, web services, database integration and queries.

[Back to top](#)

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**Payment Request of R. Gutierrez Engineering Corporation Invoices.  
CC CONSENT**

Date: 07/28/2009  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: Purchasing Department

Information

CAPTION

Precinct #2:

Acceptance and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer:

Inv.	Inv. Date	Project Name	Amount
2714	07/10/2009	Tower Road Project	\$16,566.00
2715	07/10/2009	Tower Road Project	\$ 6,146.00

with authority for County Treasurer to issue payment/check after Auditor's review and processing procedures are completed.

BACKGROUND

PO #561453 (on going project) Tower Road Project.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-731  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available on PO #561453 in the amount of \$106,075.13 as of 07/22/2009.

Part I - Moore Rd - Rancho Blanco Rd. (\$16,566.00)  
 Part II - Rancho Blanco Rd. - Balli Rd. (\$ 6,146.00)

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 04:05 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:23 PM	APRV
3	Roland Garcia	Rolando Garcia	07/24/2009 01:44 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 07/22/2009 05:31  
PM

Final Approval Date: 07/24/2009

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**HIDALGO COUNTY PRECINCT #2  
 COMMISSIONER  
 HECTOR "TITO" PALACIOS**

**FACSIMILE TRANSMITTAL SHEET**

TO:	<i>Marty / Rocio</i>	FROM:	Yoli Cisneros - Admin. Assistant II
COMPANY:	<i>Purchasing Dept.</i>	DATE:	<i>7/22/2009</i>
FAX NUMBER:	<i>9-292-7612</i>	NUMBER OF PAGES:	<i>7</i> (Including Cover Sheet)
PHONE NUMBER:	<i>9-318-2626 Ext. 4868</i>	SENDER'S PHONE NUMBER:	(956) 787-1891 Ext. #2002
RE:	<i>Agenda Backup</i>	SENDER'S FAX NUMBER:	(956) 787-4683

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:

*Rocio, Please attach the following imbecles as back up to this agenda item. My scanner didn't work.*

*Thank You  
Yoli*

THANK YOU!!!!

E-Mail Address: [yoli.cisneros@co.hidalgo.tx.us](mailto:yoli.cisneros@co.hidalgo.tx.us)

If you have any problems in receiving this fax, please call  
 (956) 787-1891

**301 EAST STATE  
 PHARR, TEXAS 78577**

**AI-16642****12.0.0.****Payment Request of R. Gutierrez Engineering Corporation Invoices.  
CC CONSENT**

Date: 07/28/2009  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: Purchasing Department

## Information

## CAPTION

Precinct #2:

Presentation, discussion, consideration, acceptance, and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer,

Inv.	Inv. Date	Project Name	Amount
2714	7/10/2009	Tower Road Project	\$16,566.00
2715	7/10/2009	Tower Road Project	\$ 6,146.00

with subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check.

## BACKGROUND

PO #561453 (on going project)

## Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1202-431-00-122-027-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

## BUDGETARY IMPACT:

Funding available on PO #561453 in the amount of \$106,075.13 as of 07/22/2009.

## Attachments

*No file(s) attached.*

## Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
		(Originator)	Yolanda Cisneros	07/22/2009 05:31 PM	CREATED
1		Purchasing Department			NEW
2		Budget & Management			
3		Auditor's Office			
Form Started By: Yolanda Cisneros			Started On: 07/22/2009 05:31 PM		

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2714

Friday, July 10, 2009

## Invoice

To: Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577  
Attention: Hector Palacios, Commissioner

### **Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)**

Professional Services for the Period: 04/22/2009 to 07/10/2009

**Billing Group: 01 Phased % of Construction**

**Part 1 - Moore Rd - Rancho Blanco Rd (approx 1.0 miles)**

Contract #: C-05-229-06-21 (WA#2)(PO#561453)

Phase	Phase Fee	Billing Fee:			
		Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	138,049.00	100.00	138,049.00	138,049.00	0.00
Design Phase	82,829.00	100.00	82,829.00	82,829.00	0.00
Construction Phase	55,220.00	30.00	16,566.00	0.00	16,566.00
Environmental Assessment (Add'l Service)	26,000.00	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	36,000.00	100.00	36,000.00	36,000.00	0.00
Geotechnical Investigation (Add'l Service)	7,200.00	30.36	2,185.87	2,185.87	0.00
<b>Total Phases:</b>					<b>\$16,566.00</b>

**Phase Billing Totals: \$16,566.00**

INVOICE RECEIVED BY:

Esmeralda Molina ON 7-10-09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 7-10-09

Billing Group Subtotal: 16,566.00

### **Project Totals:**

**\*\*\* Total Project Invoice Amount:**

**\$16,566.00**

**561453**

9-1202-431-00-122-027-0-731

Req. #082579

Ramiro Gutierrez  
President

**R. Gutierrez Engineering Corporation**130 E. Park  
Pharr, TX 78577

Invoice Number: 2715

Friday, July 10, 2009

**Invoice**To: Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577  
Attention: Hector Palacios, Commissioner**Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)**

Professional Services for the Period: 04/22/2009 to 07/10/2009

**Billing Group: 02 Phased % of Construction****Part 2 - Rancho Blanco Rd - Balli Rd (approx 1.5 miles)**

Contract #: C-05-229-06-21 WA#2(PO#561453)

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	Billing Fee:
						\$292,650.00
Preliminary Phase	111,825.00	100.00	111,825.00	111,825.00	0.00	
Design Phase	67,095.00	36.25	24,322.00	21,806.00	2,516.00	
Construction Phase	44,730.00	0.00	0.00	0.00	0.00	
Environmental Assessment (Add'l Service)	34,000.00	0.00	0.00	0.00	0.00	
Right-of-Way Acquisition (Add'l Service)	24,200.00	15.00	3,630.00	0.00	3,630.00	
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00	
<b>Total Phases:</b>					<b>\$6,146.00</b>	

INVOICE RECEIVED BY:

Esmeralda Molina ON 7.10.09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 7.10.09

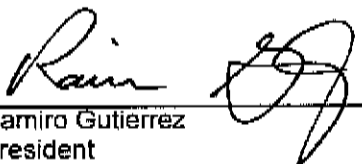
Phase Billing Totals: \$6,146.00

Billing Group Subtotal: 6,146.00

**Project Totals:****\*\*\* Total Project Invoice Amount:****561453****\$6,146.00**

9-1202-431-00-122-027-0-731

Req. #082579


  
 Ramiro Gutierrez  
 President

R. GUTIERREZ ENGR CORP  
SUMMARY

FEE ESTIMATE

ENGINEERING FEE  
Tower Road  
From Moore Rd to Ball Rd

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN		
		PART 1 WORK		
		Fee Amount	% Comp	Fee Earned
<b>PRELIMINARY PHASE (50% of Fee)</b>				
FIELD & AERIAL SURVEYING	\$74,962	\$41,415	100%	\$41,415
SCHEMATIC DESIGN	\$174,912	\$96,634	100%	\$96,634
<b>SUB-TOTAL</b>	<b>\$249,874</b>	<b>\$138,049</b>	<b>100%</b>	<b>\$138,049</b>
<b>DESIGN PHASE (30% of Fee)</b>				
SURVEYING - FIELD VERIFICATION	\$37,481	\$20,707	100%	\$20,707
ENGINEERING	\$112,443	\$62,122	90%	\$55,910
<b>SUB-TOTAL</b>	<b>\$149,924</b>	<b>\$82,829</b>	<b>83%</b>	<b>\$76,617</b>
<b>CONSTRUCTION PHASE (20% of Fee)</b>				
CONSTRUCTION ADMINISTRATION	\$99,950	\$55,220	30%	\$16,566
<b>SUB-TOTAL</b>	<b>\$99,950</b>	<b>\$55,220</b>	<b>30%</b>	<b>\$16,566</b>
<b>TOTAL BASIC ENGINEERING FEES</b>	<b>\$499,748</b>	<b>\$276,098</b>	<b>84%</b>	<b>\$231,232</b>
<b>ENVIRONMENTAL ASSESSMENT (Add'l Service)</b>				
ENVIRONMENTAL ASSESSMENT	\$40,000	\$16,000	0%	\$0
PUBLIC MEETINGS	\$20,000	\$10,000	0%	\$0
<b>SUB-TOTAL</b>	<b>\$60,000</b>	<b>\$26,000</b>	<b>0%</b>	<b>\$0</b>
<b>RIGHT-OF-WAY ACQUISITION (Add'l Service)</b>				
R.O.W. MAP	\$60,200	\$36,000	100%	\$36,000
<b>SUB-TOTAL</b>	<b>\$60,200</b>	<b>\$36,000</b>	<b>100%</b>	<b>\$36,000</b>
<b>GEOTECHNICAL INVESTIGATION (Add'l Service)</b>				
GEOTECHNICAL INVESTIGATION	\$16,000	\$7,200	0%	\$2,186
<b>SUB-TOTAL</b>	<b>\$16,000</b>	<b>\$7,200</b>	<b>30%</b>	<b>\$2,186</b>
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$138,200</b>	<b>\$69,200</b>	<b>55%</b>	<b>\$38,186</b>
<b>TOTAL ESTIMATED FEE</b>	<b>\$637,948</b>	<b>\$345,298</b>	<b>72%</b>	<b>\$269,418</b>
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :				\$2,629,504
For a Base Engineering Fee of :	\$276,098			
Part II - Basic Fee Based on 10.5% of Estimated Construction Cost of :				\$2,130,000
For a Base Engineering Fee of :	\$223,650			

---

## R. Gutierrez Engineering Corporation

July 10, 2009

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
301 E. State Street  
Pharr, TX 78577

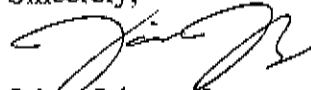
RE: Tower Road – Invoice  
ENG05.015b

Dear Commissioner Palacios:

I am submitting two invoices for the above referenced project. Invoice number 2714 is for 30% of the construction phase for the drainage system installation for Part 1 (Moore Road to Rancho Blanco Road). Invoice number 2715 is for about 35% of the design phase and for 15% of the Right-of-Way Acquisition phase for Part 2 (Rancho Blanco Road to Balli Road). We have completed 3 parcels and have submitted them to the Right-of-Way Department. I have attached the engineer's fee estimate worksheet for your review.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.  
Accounting Manager

Attachments

cc: File

# R. Gutierrez Engineering Corporation

# Transmittal Form

TO: Commissioner Palacios  
Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.  
SUBJECT: Tower Road  
PROJECT NO.: ENG05.015b  
DATE: July 10, 2009

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

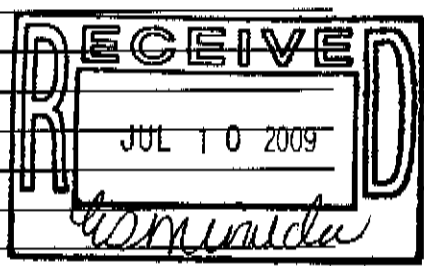
BLUEPRINTS  PLANS  SHOP DRAWINGS  CD  
 CHANGE ORDER  SAMPLES  PAYMENT REQUEST  OTHER: INVOICE  
 BID TABULATION  CONTRACT DOCUMENTS  RECORD DRAWINGS  3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	07/10/2009	Invoice No. 2714 - Part 1
1	07/10/2009	Invoice No. 2715 - Part 2
1	07/10/2009	Cover Letter
1	-	engineer's fee worksheet

THESE ARE TRANSMITTED AS CHECKED BELOW:

- FOR BIDS DUE
- APPROVED AS NOTED
- FOR YOUR RECORDS
- FOR APPROVAL
- APPROVED AS SUBMITTED
- FOR YOUR ACKNOWLEDGEMENT
- FOR YOUR USE
- RETURN FOR CORRECTIONS
- RESUBMIT FOR APPROVAL
- AS REQUESTED
- FOR FURTHER PROCESSING
- ON LOAN
- FOR REVIEW AND COMMENT
- FOR SIGNATURE
- OTHER

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Copy Distribution: file Received by: \_\_\_\_\_

**RFQ-Professional Compliance Monitoring Services for CSCD  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Gricelda Villarreal, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Pursuant to Government Code, Chapter 76, Section .004 a request to Commissioner Court from Joe Lopez (Executive Director of Hidalgo County Community Supervision and Corrections Department) to permit the Hidalgo County Purchasing Department to advertise a Request for Qualifications for: Professional Compliance Monitoring Services with procurement packet (i.e. legal notices, qualifications, requirements, scope of services and draft state contract form, etc.) drafted and provided by the Adult Probation Department-RFQ No.: 2009-278.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 1297-423-00-320-002-0  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

Attachments

Link: [Draft Packet](#)  
Link: [Draft Contract](#)  
Link: [Local Govt. Code](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 05:03 PM	APRV
2	Budget & Management	Erika Zamora	07/24/2009 09:34 AM	APRV
3	Erika Zamora	Erika Zamora	07/24/2009 04:45 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 07/22/2009 04:49 PM	
Final Approval Date: 07/24/2009				

<b>RFQ No: 2009-278-00-00CGV</b>	<b>Buyer: CRIS VILLARREAL</b>	<b>Tel. No: (956) 318-2626</b>
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## **REQUEST FOR QUALIFICATIONS**

**Hidalgo County**  
Edinburg, Texas

**Professional Compliance Monitoring Services-Hidalgo County**  
August , 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 So. Business Hwy 281 - New Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

**RFQ No: 2009-278-00-00CGV**

1. **Sealed Statements of Qualifications** will be received for "**Professional Compliance Monitoring Services-Hidalgo County**", 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 2009-278-00-00CGV - "Professional Compliance Monitoring Services-Hidalgo County"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, \_\_\_\_\_, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2009-278-00-00CGV- "Professional Compliance Monitoring Services-Hidalgo County".** 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 VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us) BY NO LATER THAN** Wednesday, \_\_\_\_\_, 2009 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by Friday, \_\_\_\_\_, 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 Statement of Qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of Qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of Qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications 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 statement of Qualifications 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 - "**Professional Compliance Monitoring Services-Hidalgo County Community Supervision and Corrections Department**"
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**  
**Ray Eufrazio, County Auditor**  
**2810 So. Business Hwy 281**  
**Edinburg, TX 78539**  
**956-318-2511**

15. Schedule of Events

<b>RFQ Acceptance, 9:30 A.M.</b>	<b><u>July</u> _____, 2009</b>
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

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 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 statement of Qualifications, and prior to commencement of the actual work, the participant 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.~~

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 statement of Qualifications therefor pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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.**

19. If, during the life of any contract or statement of qualifications awarded, the successful participant'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. Statement of Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
  - . 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 participant 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 participant'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 participant 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 participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.

25. Successful participant 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 participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of Qualifications award. Successful participant 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 participant 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 participant'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 participant.
26. Successful participant 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 participant 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 participant 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. Participants shall provide with the statement of qualifications 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. Participants must provide **all** documentation requested with this Statement of Qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

**Request For Qualifications**  
for  
**Professional Compliance Monitoring Services- Hidalgo County  
Community Supervision and Corrections Department”**  
**RFQ No: 2009-278-00-00CGV**

August , 2009

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 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 statement of Qualifications , to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the 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 statement of qualifications.

Bidder agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
REQUIREMENTS**

**HIDALGO COUNTY  
REQUEST FOR QUALIFICATIONS**

**“Professional Compliance Monitoring Services-Hidalgo County  
Community Supervision and Corrections Department”  
RFQ No: 2009-278-00-00CGV**

Hidalgo County is inviting statements of qualifications from qualified legal firms to provide "Professional Compliance Monitoring Services" for Hidalgo County Community Supervision and Corrections Department (hereafter "HCCSCD"). The HCCSCD is seeking to engage the services of a legal firm(s) to provide "Professional Compliance Monitoring Services" for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Professional Compliance Monitoring Services-Hidalgo County CSCD**" 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:

RFQ Number: **2009-278-00-00CGV**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2812 So. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show:**

**RFQ NO.: 2009-278-00-00CGV**

**"PROFESSIONAL COMPLIANCE MONITORING SERVICES"**

The following outlines the Request For Qualifications:

**SECTION I GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of Qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, \_\_\_\_\_, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, \_\_\_\_\_. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the

CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

**PARTICIPANT'S AFFIDAVIT:** Prior Contract award, respondents to this RFQ must submit a signed Participant's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Participant's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Participant's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Participant's Affidavit.

**NON-COLLUSION:** Submitters, by submitting the signed Participant's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**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 STATEMENTS OF QUALIFICATIONS :** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

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

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

**HAND DELIVERED STATEMENTS OF QUALIFICATIONS** : Hidalgo County requires submitters, when hand delivering statements of Qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF QUALIFICATIONS** : In order to be considered all submittals **must** be signed. **Please sign the original in BLUE INK.**

**WAIVING OF INFORMALITIES**: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING**: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**DURATION OF CONTRACT**: The initial term of the contract shall be for a two (2) year period, commencing September 1, 2009 - August 31, 2011, with the County's option to renew for additional one (1) year term.

**DAVIS BACON ACT (IF APPLICABLE)**: All selected and awarded participants 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's understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

### **PROJECT OVERVIEW**:

The Community Supervision and Corrections Department is seeking to contract with a competent law firm(s) registered and licensed to practice in the State of Texas, that have had monitoring experience in the area of "sexual discrimination and sexual harassment".

### **FIRM QUALIFICATIONS** :

- Must be an attorney with a degree in law;
- Must be licensed to practice in the State of Texas, and in good standing with the Texas Bar Association;
- Possess current licenses, certifications and/or registrations;

- Have provided legal services related to “sexual harassment and sexual discrimination” to political subdivisions;

Additionally, this section should include a description of the firm's project personnel and their most recent similar (and varied) projects. For each project, a current client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**PERSONNEL AND STAFFING:** The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, etc.. The law firm(s) should add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:** Hidalgo County is requesting statement of qualifications from experienced law firm(s) to provide professional compliance monitoring services including, but not limited to, the following:

- a. To receive, review, investigate and evaluate all written complaints by employees of Hidalgo County Community Supervision and Corrections Department (HCCSCD) or other person of sexual discrimination and/or sexual harassment against HCCSCD or any employee of HCCSCD which are referred to the Monitor by the Director of the department;
- b. To received, review, investigate and evaluate all written complaints by employees of HCCSCD or other person claiming that they have been retaliated against by HCCSCD, or any employee of the HCCSCD, for having raised allegation of the discrimination or sexual harassment which are referred to the Monitor by the Director of the department
- c. All interviews and investigations shall be conducted at a site other than the HCCSCD as determined by the Monitor. All interviews will be done on a One-to-One basis;
- d. The Monitor shall submit a timely written report to the Director of the department on each complaint or sexual discrimination, sexual harassment or retaliation that the Monitor has received, reviewed, investigated and evaluated.

**PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:** The fee will be negotiated based on the scope of services.

### **SECTION III: SELECTION AND SCHEDULES**

**EVALUATION SYSTEM:** The evaluation consists of a 100-point scoring system.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

**SELECTION PROCEDURES:** The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Statement of Qualifications on short notice at a later time.

**RFQ Submission:** An original and seven (7) copies of RFQ's shall be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 So. Business Hwy 281  
New Administration Building  
Edinburg, Texas 78539

**RFQ/Scoring and Ranking:**

Hidalgo County Community Supervision and Corrections Department and Purchasing Department will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County CSCD Request for Qualifications.

After the SOQ's have been reviewed, scored and evaluated, they will be presented to Board of Judge's for the purposes of ranking.

**Negotiation Process:** After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County of Hidalgo CSCD reserves the right to reject any and all RFQs.

**EXHIBIT B**  
**SELECTION CRITERIA**

**HIDALGO COUNTY**  
**REQUEST FOR QUALIFICATIONS WITH PROPOSAL**

**“Professional Compliance Monitoring Services  
For Hidalgo County Community Supervision  
and Corrections Department”**

**RFQ/P No.: 2009-278-00-00CGV**

## **EVALUATION CRITERIA**

Professional Compliance Monitoring Services-Hidalgo County

### **RFQ/P 2009-278-00-00CGV**

The submitter's RFQ/P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ/P Evaluation Form."

The provider must affirmatively demonstrate its responsibility and meet the following requirements:

- a) Have adequate financial resources, or the ability to obtain such resources as required;
- b) Be able to comply with the required or proposed delivery/implementation schedule;
- c) Have a satisfactory record of performance;
- d) Have a satisfactory record on integrity and ethics; and
- e) Be otherwise qualified and eligible to receive award.

#### **1. Staffing and Experience of Project Team: (25)**

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications with Proposal (RFQ/P). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

#### **2. Thoroughness of requested information: (25)**

The Provider(s) should provide information related to its qualifications, experience and must be registered and licensed to practice in the State of Texas as required. The Provider(s) must provide a copy of

#### **3. Methodology (25)**

The RFQ/P should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

#### **4. Understanding of Project/Similar Projects (25)**

The statement of Qualifications with Proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firm should provide as much background information as to its' experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

DRAFT

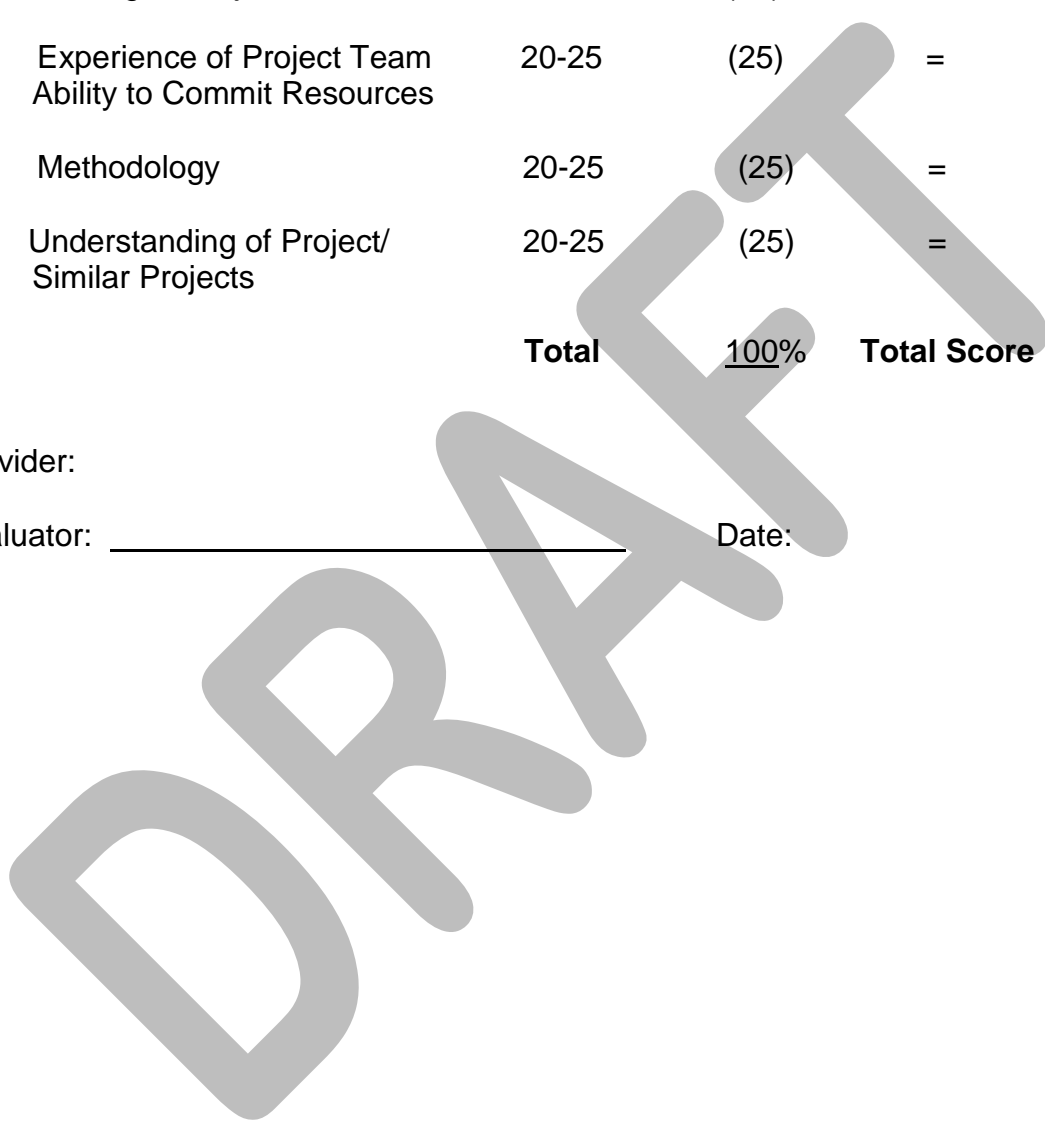
**RFQ/P EVALUATION FORM**  
**2009-278-00-00CGV**

	<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max.</u>		<u>Score</u>
1.	Staffing of Project Team	20-25	(25)	=	( )
2.	Experience of Project Team Ability to Commit Resources	20-25	(25)	=	( )
3.	Methodology	20-25	(25)	=	( )
4.	Understanding of Project/ Similar Projects	20-25	(25)	=	( )
		<b>Total</b>	<u>100%</u>	<b>Total Score</b>	_____

Provider:

Evaluator: \_\_\_\_\_

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 \_\_\_\_\_, 199\_\_.

**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)

**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 Owing. 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;
- (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 licensure 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.

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: \_\_\_\_\_

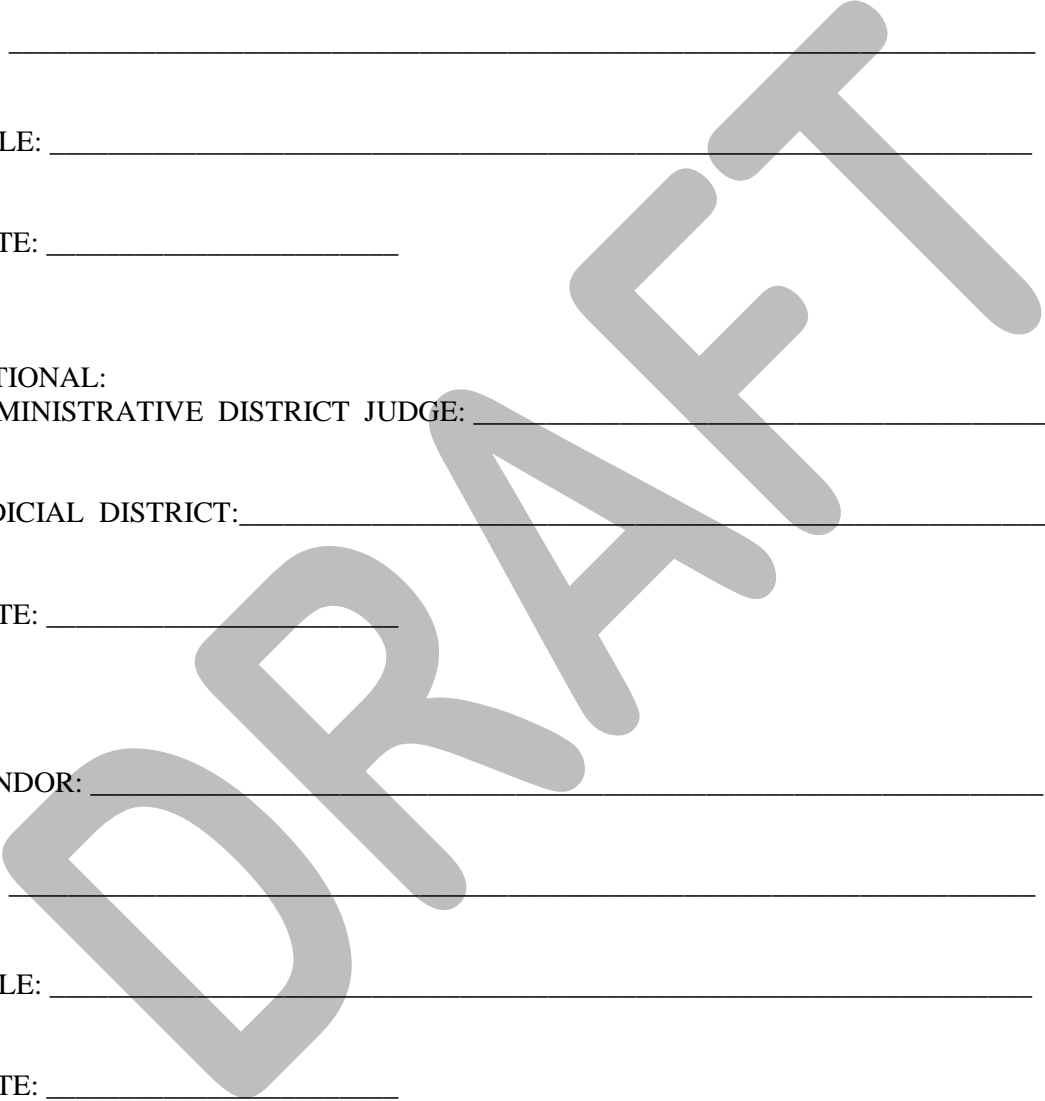
DATE: \_\_\_\_\_

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.

DRAFT

GOVERNMENT CODE CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE F. COURT ADMINISTRATION

CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

Sec. 76.001. DEFINITIONS. In this chapter:

- (1) "Board" means the Texas Board of Criminal Justice.
- (2) "Community supervision" has the meaning assigned by Section 2, Article 42.12, Code of Criminal Procedure.
- (3) "Council" means a community justice council.
- (4) "Department" means a community supervision and corrections department established under this chapter.
- (5) "Division" means the community justice assistance division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 7.11, eff. Sept. 1, 1995.

Sec. 76.002. ESTABLISHMENT OF DEPARTMENTS. (a) The district judge or district judges trying criminal cases in each judicial district and the statutory county court judges trying criminal cases in the county or counties served by the judicial district shall:

- (1) establish a community supervision and corrections department; and
- (2) approve the department's budget and community justice plan.

(b) Repealed by Acts 2005, 79th Leg., Ch. 255, Sec. 12, eff. May 30, 2005.

(c) Except as provided by Subsection (d), one department serves all courts and counties in a judicial district if:

- (1) two or more judicial districts serve a county; or
- (2) a district includes more than one county.

(d) The board may adopt rules to allow more than one department to serve a judicial district that includes more than one county if providing more than one department will promote

appointed by the Council of Governments serving the area served by the department;

(8) the department director;

(9) the local or regional representative of the pardons and paroles division of the Texas Department of Criminal Justice with responsibility for the area served by the department;

(10) the representative of the Texas Workforce Commission with responsibility for the area served by the department;

(11) the representative of the Texas Rehabilitation Commission with responsibility for the area served by the department;

(12) a licensed attorney who practices in the area served by the department and whose practice consists primarily of criminal law;

(13) a court administrator, if one serves the area served by the department;

(14) a representative of a community service organization that provides adult treatment, educational, or vocational services to the area served by the department;

(15) a representative of an organization in the area served by the department that is actively involved in issues relating to defendants' rights, chosen by the county commissioners and county judges of the counties served by the department; and

(16) an advocate for rights of victims of crime and awareness of issues affecting victims.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 9.02(a), 9.03(a), eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 255, Sec. 2, eff. May 30, 2005.

Sec. 76.004. DEPARTMENT DIRECTOR; FISCAL OFFICER.

(a) After complying with the requirements of Subsection (h), the judges described by Section 76.002 shall appoint a department director who must meet, at a minimum, the eligibility requirements for officers established under Section 76.005.

(a-1) The department director shall perform or delegate the responsibility for performing the following duties:

(1) overseeing the daily operations of the department;

(2) preparing annually or biennially a budget for the department;

(3) negotiating and entering into contracts on behalf of the department;

(4) establishing policies and procedures for all functions of the department;

(5) developing personnel policies and procedures, including disciplinary proceedings; and

(6) establishing procedures and practices through which the department will address an employment-related grievance.

(b) The department director shall employ a sufficient number of officers and other employees to conduct presentence investigations, supervise and rehabilitate defendants placed on community supervision, enforce the conditions of community supervision, and staff community corrections facilities. A person employed under this subsection is an employee of the department and not of the judges or judicial districts.

(c) The judges described by Section 76.002 may appoint for the department a fiscal officer, other than the county auditor. The fiscal officer is responsible for:

(1) managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities;

(2) ensuring that financial transactions of the department are lawful and allowable; and

(3) prescribing accounting procedures for the department.

(d) The judges described by Section 76.002 may appoint a person as fiscal officer only after investigating the person and determining that the person is:

(1) a person of unquestionably good moral character and intelligence; and

(2) a financial officer with at least two years' experience in auditing and accounting.

**Invoice Payment #299358-TEDSI Infrastructure  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment for Invoice #299358 in the amount of \$62,876.90 submitted by TEDSI Infrastructure Group with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-08-227-02-09-PO #617534 for General Engineering Services For Mile 6W Road Improvements Between SH 107 and Mile 9N-Precinct #1.

BACKGROUND

Fiscal Impact

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 \$285,430.63 as of 7-24-09 for TedsI Infrastructure Group, Inc.

Attachments

Link: [Invoice Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 03:33 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:21 PM	APRV
3	Erika Zamora	Erika Zamora	07/24/2009 02:08 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Vangie Garcia			Started On: 07/22/2009 04:44 PM	
Final Approval Date: 07/24/2009				

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

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

**FAX COVERSHEET**

**To:** Purchasing Dept **From:** Noe Montez *NM*

---

**Attr:** Vangie

---

**Fax:** **Pages:**

---

**Phone:** **Date:** 7/22/09

---

**Re:** **CC:**

---

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments**

Please place the following invoice #299358 from Tedsi on the next CC for approval for payment

Thanks

Noe Montez

**NOTICE OF CONFIDENTIALITY**

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



**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers

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: July 10, 2009  
 TEDSI Invoice No.: 299358  
 TEDSI Project No.: 2009-1032-01  
 Invoice Period: June 1 thur June 30, 2009

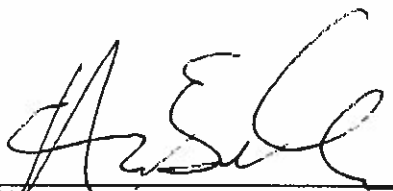
**Mile 6W**

Contract No. C-08-227-02-09  
 Work Authorization No. 1  
 PO#: 00149094  
 PD 617534

Original Contract Amount	Adjusted Contract Amount	Adjusted Contract Amount Remaining
\$1,906,248.18	\$1,817,940.03	\$1,600,274.31

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Schematic Design (SD)	\$ 256,884.54	20.00%	60.00%	\$ 51,376.90	\$ 154,130.72
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	10.00%	30.00%	\$ 11,500.00	\$ 34,500.00
Plans, Specs & Est. (PS&E)	\$ 865,355.49	0.00%	0.00%	\$ -	\$ -
<b>Subtotal</b>	<b>\$1,817,940.03</b>	<b>3.46%</b>	<b>11.97%</b>	<b>\$ 62,876.90</b>	<b>\$ 217,665.72</b>

TOTAL FEE EARNED:	\$	217,665.72
LESS PREVIOUSLY INVOICED:	\$	154,788.82
<b>TOTAL AMOUNT DUE THIS INVOICE:</b>	<b>\$</b>	<b>62,876.90</b>

  
 Aimee Schrolller, P. E.  
 Project Manager

9-1315-431-02-121-039-0-731 AN  
 9-1315-431-02-121-039-0-711  
 INVOICE RECEIVED BY  
 NOE MARTIN on 7/10/09  
 GOODS/SERVICES RECEIVED BY  
 on

**TEDSI INFRASTRUCTURE GROUP****TEDSI**

**Consulting Engineers**  
 1201 East Expressway 83 • Mission, Texas 78572  
 Tel: (956) 424-7898  
 Fax: (956) 424-7022

**Project Status Report**

<b>PROJECT:</b> Mile 6 West		<b>TEDSI JOB NO.:</b> 2009-1032-01
<b>CLIENT:</b> Hidalgo County		
<b>SUBJECT:</b> Project Status Report		
<b>FROM:</b> Aimce R. Schroller, P.E.		<b>DATE:</b> 7-17-09
<b>DISTRIBUTION:</b>		

Mile 6 West Road  
 Mile 9 North to SH 107  
 Progress Report  
 July 17, 2009

- 1) Schematic Development is ongoing.
  - a) TxDOT has approved typical section.
  - b) DSR and 1002 form has been submitted to TxDOT for review.
- 2) Hydrology & Hydraulics
  - a) Preliminary drainage areas have been determined.
  - b) Completed hydrologic delination 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.
  - c) Determined proposed culvert sizes for the major culvert crossings.
  - d) Cross sections have been developed to size roadway ditches.
  - e) Hydrology Report is being developed.
- 3) Utility coordination is ongoing
- 4) Environmental is ongoing.
- 5) Design Field Survey –
  - a) Topographic survey in progress
  - b) A preliminary topo file has been provided to TEDSI for use in developing plans.
- 6) ROW Survey –
  - a) Incorporated new survey in and reviewing impacts.
- 7) Coordination with TxDOT ongoing.
- 8) CD provided with project backup.



\_\_\_\_\_  
 Aimce R. Schroller, P.E.

**Authority to Advertise-Repair, Removal & Installation of Mobile Radios, Computers & Other Emergency Misc. Equipment  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Sandra Montalvo, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Hidalgo County:  
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for:"Hidalgo County-Repair, Removal and Installation of Mobile Radios, Computers & other Emergency Miscellaneous Equipment" Bid No.: 2009-163-SMA

BACKGROUND

- 1. Current Contract expires September 22, 2009
- 2. Proposed Schedule of Events:  
1st Advertisement--August 01, 2009  
2nd Advertisement-August 08, 2009  
Bid Opening Date: August 19, 2009  
On as "As Needed Basis"

---

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-432  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n  
BUDGETARY IMPACT:

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-291-001-0-432  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n  
BUDGETARY IMPACT:

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-001-0-432  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-292-001-0-432

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2009

ACCT. #: 9-1292-441-00-350-001-9-432

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-295-001-0-432

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-293-001-0-432

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability see attached 2009 expenditure report for object code 432 date 07/24/2009. rc

Attachments

Link: [Memos, Exhibit A, Legal Notice & Draft Contract](#)

Link: [2009 EXP Rpt for object 432](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 03:17 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:19 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/24/2009 04:18 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Sandra Montalvo			Started On: 07/22/2009 03:29 PM	
Final Approval Date: 07/24/2009				



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

To: All Department Heads

From: Sandra Montalvo, Buyer *SMA*  
Hidalgo County Purchasing Dept.

Date: May 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1405-401-0-00-000-0-000

<i>[Signature]</i> AUTHORIZED SIGNATURE	<i>Sandra Montalvo #125</i> PRINTED NAME DEPARTMENT	<i>5/19/09</i> DATE
--	--	------------------------

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, May 26, 2009 @ 3:00 p.m.**

Enclosures

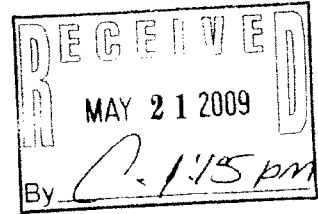
ORIGINAL



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM



To: All Department Heads

From: Sandra Montalvo, Buyer *SMA*  
Hidalgo County Purchasing Dept.

Date: May 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY: YES NO/ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-421-00-291-001-0-432

<i>[Signature]</i>	Chief Deputy Blanca I. Sanchez	HCCP1	5-20-09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, May 26, 2009 @ 3:00 p.m.**

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

To: All Department Heads

From: Sandra Montalvo, Buyer *SMA*  
Hidalgo County Purchasing Dept.

Date: May 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"

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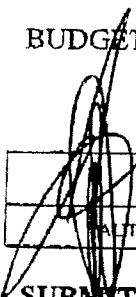
If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-441-00-340-001-0-432

	<u>Eduardo Olivares</u>	<u>Health + Human Services</u>	<u>5/20/09</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, May 26, 2009 @ 3:00 p.m.**

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

To: All Department Heads

From: Sandra Montalvo, Buyer *SMA*  
Hidalgo County Purchasing Dept.

Date: May 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) *For Installation and Removal of Emergency Equipmantion Unit (Police)*

BUDGET ACCOUNT #: *9-1100-421-00-001-0-432*

<i>[Signature]</i>	<i>Fresh Sanchez</i>	<i>Constable pct 2</i>	<i>5/26/09</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, May 26, 2009 @ 3:00 p.m.**

Enclosures

# MEMORANDUM

(FINAL NOTICE)

**To:** All Department Heads

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** May 19, 2009, June 08, 2009, June 19, 2009

**Re:** Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9.1212.441.00.350.001.9.

<i>Norma Longoria</i>	Norma Longoria	WEC	06/22/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, June 23, 2009 @ 12:00 p.m.**

Enclosures

# MEMORANDUM

(FINAL NOTICE)

**To:** All Department Heads

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** May 19, 2009, June 08, 2009, June 19, 2009

**Re:** Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.


If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-421-00-295-001-0-432

	Daniel Marichalar	Constable Det-5	6/23/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, June 23, 2009 @ 12:00 p.m.**

Enclosures

RECEIVED  
JUN 25 2009  
09:14 AM



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

To: All Department Heads

From: Sandra Montalvo, Buyer *(SM)*  
Hidalgo County Purchasing Dept.

Date: May 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS & OTHER EMERGENCY MISCELLANEOUS EQUIPMENT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-421-00-293-001-0-432

<i>Eldon Dunn</i>	Eldon Dunn	Constable PCB, 3	7-2-09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, May 26, 2009 @ 3:00 p.m.**

Enclosures

EXHIBIT “A”  
SPECIFICATIONS/REQUIREMENTS

Hidalgo County  
REQUEST FOR BIDS

“REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY  
MISCELLANOUS EQUIPMENT”

BID No. 2009-163-08-19-SMA

**EXHIBIT "A"**  
**HIDALGO COUNTY**

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"  
Bid No.: 2009-163-08-19-SMA  
**SPECIFICATIONS**

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**PROJECT OVERVIEW**

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal and Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" **on an as needed basis**. But not limited to

**SPECIFICATIONS, TERMS AND CONDITIONS:**

1. The bid contract will be for mobile radios, computers & other miscellaneous equipment that is currently installed in, or will be installed on County vehicles. This bid will exclude repairs to base radio consoles, tower site repeaters or equipment, or specialty surveillance equipment.
2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.
4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.
5. Vendors submitting bid should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.
6. Vendor(s) must use only certified service technicians in performing repairs, installations and/or removals (proof of certification must be submitted with packet).
7. Vendor(s) shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being repaired, removed and/or installed while conducting repairs, installations and removals.
8. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.
9. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.
10. Vendor(s) must be able to work on multiple vehicles at one time.
11. Vendor(s) must have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.
12. Vendor(s) must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being repaired, removed and/or installed and the ability to track and document the storage of property.
13. Vendor must have an area to keep vehicles secured for overnight and weekends.
14. Vendor must guarantee work performed.
15. **Vendors must be able to come and conduct repairs, installations and removals at any of the departments' locations on an emergency basis.** If the vendor will charge for a service call for this request, the vendor must include the cost of that service call within this bid.
16. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.
17. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the BIDDER.
18. All charges for repairs, removals and installations' shall be included in the bid price. Unless other-wise stated

**EXHIBIT "A"**

**HIDALGO COUNTY**

**"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"**

Bid No.: 2009-163-08-19-SMA

**SPECIFICATIONS**

19. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.
20. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. Incomplete submittals shall be considered a probable cause for disqualification.
21. Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids.
22. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.
23. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**QUALIFICATIONS/REQUIREMENTS:**

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.
2. Vendor must have a service facility within Hidalgo County where all work will be performed.
3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
  - a) Company
  - b) Contact Person
  - c) Phone Number
  - d) Work Performed
  - e) Contract Term
4. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

**PART I- REPAIRS**

**REPAIRS** on Mobile two-way Radios, Portable (handheld) two-way radios, Computers and Other Emergency Miscellaneous Equipment installed in Hidalgo County vehicles. (to exclude Sheriff's Office)

The bid contract would be for emergency equipment, mobile radios, computers and other miscellaneous equipment that are currently installed in, or will be installed in Hidalgo County vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County has the following equipment installed in its vehicles.

**RADIOS:**

Motorola Syntor X	Jensen Line Radios
Motorola Syntor 9000	Midland Line Radios
Motorola Maxtrac	EF Johnson/Johnson Line Radios
Motorola Radies Line Radios	SP-130 Scanning Radio
Vertex Line Radios	QPA-Dual Slot Charger
Motorola Astro Spectra Radio	Ma-Comm Line Radios (mobile & portable)
Motorola XTL 1500 Astro	

# EXHIBIT "A"

## HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

### SPECIFICATIONS

#### LIGHTBARS:

Code 3 Excalibar Package	Federal Signal Corp Aero Dynic
Whelen Eddge 9004 SL	Federal Signal Corp Street Hawk
Federal Signal Jet Sonic	Code 3 MX 7000
Federal Signal Jet Stream	
Whelen Lightbar 500 Series/Liberty Light Bar LED	

**OTHER:** Sho-Me Grille Lights, Whelen Strobes, Whelen Cen Com Gold, Whelen siren with PA 295SL100 (equal or better), Whelen Siren Control Head Model 1295 HFRSA (equal or better) Code Three, Motorola Antennas for Radios, Galls Wig Wag Flashers, Galls Strobe Power Supplies & Push Bumpers, various models of LED flashing lights.

### PART II- REMOVAL

**REMOVAL** of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to remove compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

Below is a list of the radios currently installed in our County vehicles.

1. Motorola Syntor (X, 9000, Etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson Line Radios
5. Vertex Line Radios
6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. Sp-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- **ANTENNAS:** (to include disguise antennas)
- **SIRENS:** 12 volt sirens, to include but not limited to siren speakers mounted under the grill
- **LIGHTBARS:** (to include power cable and control panels)
- **GRILLE LIGHTS:** (halogen, led or strobe)
- **REAR DECK LIGHTS:** (halogen, led or strobe)
- **DASH LIGHTS:** (Either mounted on dash or roof area near sun visor)
- **STROBE OR LED LIGHT INSERTS By Pairs, Front or Back**
- **HALOGEN LIGHT INSERTS By Pairs Front or Back**
- **FUSE PANEL**
- **STROBE POWER SUPPLIES**
- **PRISONER CAGES**
- **SHOTGUN/ RIFLE RACK** (floor or ceiling mounted)
- **SHOTGUN/ RIFLE RACK** (trunk lid mounted non-electrical)
- **FLASHLIGHT CHARGER**
- **PUSH BUMPERS**
- **CENTER CONSOLE**
- **INTERIOR MOUNTED DIRECTIONAL LIGHT BARS**
- **WIG-WAG FLASHER**
- **VIDEO CAMERA SYSTEM**
- **RADARS WITH ANTENNAS**
- **MOBILE DATA COMPUTERS AND STANDS WITH POWER SUPPLY**

## EXHIBIT "A"

### HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

### SPECIFICATIONS

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## **PART III- INSTALLATION**

**INSTALLATION** of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles. (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.
  - a. Motorola Syntor (X, 9000, Etc.)
  - b. Motorola Maxtrac
  - c. Johnson Line Radios
  - d. EF Johnson Line Radios
  - e. Vertex Line Radios
  - f. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
  - g. Jensen Line Radios
  - h. Midland Line Radios
  - i. Sp-130 Scanning Radio
  - j. QPA-1125 Dual Slot Charger
  - k. **MaComm Brand Radios**
  
- **ANTENNAS:** (to include disguised antennas)
- **SIRENS:** 12 volt sirens, grill mounted, light bar mounted, and disguised mounted
- **SIREN SPEAKERS PUSH BAR MOUNTED**
- **SIREN SPEAKERS CONCEALED MOUNTED**
- **LIGHTBAR:** To include interface cables to console and include the installation and interface with switch panels.
- **CODE 3 EXCALIBAR PACKAGE** (with interface box and switch)
- **WHELEN EDGE 9004 SL** (with interface box and switch)
- **FEDERAL SIGNAL JET SONIC**
- **FEDERAL SIGNAL JET STREAM**
- **DIRECTIONAL LIGHTBAR** (Federal Signal, Code Three)
- **HALOGEN OR LED GRILL LIGHTS** (to include flasher and interface with the switch panel)
- **STROBE GRILL LIGHTS** (to include interface with strobe power supply)
- **HALOGEN OR LED REAR DECK LIGHTS** (to include flasher and interface with the switch panel)
- **STROBE REAR DECK LIGHTS** (to include interface with strobe power supply)
- **DASH LIGHTS** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
- **STROBE LIGHT INSERTS by Pairs, Front or Back** (to include interface with the strobe power supply)
- **HALOGEN OR LED LIGHT INSERTS by Pairs Front or Back** (to include flasher and interface with switch panel)
- **FUSE PANEL**
- **STROBE POWER SUPPLY** (to include interface to switch panel)
- **WIG-WAY FLASHER** (to include interface with switch panel)
- **PRISONER CAGES** (to include lower extension and side panels)
- **SHOTGUN/ RIFLE RACK FLOOR MOUNT** ( interface with the switch panel and lock timers available)
- **SHOTGUN/ RIFLE RACK OVERHEAD MOUNT** (interface with the switch panel and lock timers if available)
- **SHOTGUN/ RIFLE RACK TRUNK LID MOUNT** (non-electrical)
- **FLASHLIGHT CHARGER**
- **PUSH BUMPER**
- **CENTER CONSOLE**
- **WIG-WAG FLASHER**
- **VIDEO CAMERA SYSTEM**
- **RADARS WITH ANTENNAS**

## EXHIBIT "A"

### HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

### SPECIFICATIONS

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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 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.

**EXHIBIT "A"**

**HIDALGO COUNTY**

**"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"**

**Bid No.: 2009-163-08-19-SMA**

**SPECIFICATIONS**

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**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, AUGUST 12, 2009 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, AUGUST 14, 2009 BY 5:00 P.M.**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

**“REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS  
& OTHER EMERGENCY MISCELLANOUS EQUIPMENT”**

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

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT”** 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-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT”** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, 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 BIDS-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT”**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
  - Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation - "**HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - Discount payments will be considered when offered.
  - Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE  
2802 S. BUSINESS HWY 281  
Edinburg, Texas 78539  
956-318-2511  
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

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

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

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

proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - **Possess and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of “Good Standing”, you may access the following website: [www.window.state.tx.us/taxinfo/coastintr.html](http://www.window.state.tx.us/taxinfo/coastintr.html) .**  
**If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to**

**transact business in Texas.**

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the

laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for

**HIDALGO COUNTY**

**“REPAIR, REMOVAL & INSTALLTION OF MOBILE RADIOS, COMPUTERS AND OTHER EMERGENCY  
MISCELLANEOUS EQUIPMENT”**

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 ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(This page must be submitted with Bid Packet)*

**SERVICE CONTRACT**

Hidalgo County  
REQUEST FOR BIDS

**“REPAIRS, REMOVAL AND INSTALLATION OF MOBILE RADIOS,  
COMPUTERS AND OTHER EMERGENCY MISCELLANEOUS EQUIPMENT”**

BID No. 2009-163-08-19-SMA



extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning \_\_\_\_\_, 2009 and ending on \_\_\_\_\_, 2009 with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the cover ages 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, which 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 either party without cause upon thirty (30) days written notice.

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

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

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

Approved on Commissioners Court: \_\_\_\_\_

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

\_\_\_\_\_  
Date:

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Stephen L. Crain

Date: \_\_\_\_\_

EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET

DRAFT

EXHIBIT “B”  
VENDOR’S BID

DRAFT

EXHIBIT “C”  
INSURANCE REQUIREMENTS

DRAFT

Hidalgo County  
Expenditure Summary Report

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

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
9-1100-421-00-291-001-0-432     CONSTABLE PCT.1-EQUIP&VEH R&M SRV	10,772.82	5,667.60	.00	.00	5,105.22	52.61
9-1100-421-00-292-001-0-432     CONSTABLE PCT.2-EQUIP&VEH R&M SRV	7,200.83	5,716.24	249.47	249.47	1,235.12	82.85
9-1100-421-00-293-001-0-432     CONSTABLE PCT.3-EQUIP&VEH R&M SRV	19,307.15	1,717.68	2,596.85	2,596.85	14,992.62	22.35
9-1100-421-00-295-001-0-432     CONSTABLE PCT.5-EQUIP&VEH R&M SRV	2,659.38	2,300.25	256.07	256.07	103.06	96.12
9-1100-441-00-340-001-0-432     HEALTH ADM-EQUIP&VEH R&M SRV	9,787.58	4,459.63	1,840.37	1,840.37	3,487.58	64.37
9-1203-431-00-123-005-0-432     PCT3 P/U RD-EQUIP & VEH R&M SRV	57,951.75	5,142.02	12,340.23	12,340.23	40,469.50	30.17
9-1292-441-00-350-001-9-432     WIC ADM-EQUIP&VEH R&M SRV	23,686.41	9,282.43	8,917.68	8,917.68	5,486.30	76.84

**Expansion of Sex Offender Program Group Therapy  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Elena Gomez, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Requesting Authority to Advertise and approval of procurement packet(i.e. specifications/requirements, legal notice, draft agreement etc.) as attached hereto for: Hidalgo County-Community Supervision & Correctional Department-"Expansion of Sex Offender Program Group Therapy" RFP NO. 2009-330-08-19-MEG

BACKGROUND

Current Contract Expires on August 31, 2009  
Proposed Schedule of Events:  
1st Advertisement August 1, 2009  
2 nd Advertisement August 8, 2009  
Bid Opening Date: August 19, 2009

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-002-9-339  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 7-24-09 \$31,665.00.

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Attachments

- Link: [Legal Notice](#)
- Link: [Specificaitons/Requirements](#)
- Link: [Draft Contract](#)
- Link: [Texas Gov. Code](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 03:14 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:17 PM	APRV
3	Erika Zamora	Erika Zamora	07/24/2009 03:45 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Elena Gomez  
Started On: 07/22/2009 03:14 PM



**RFP No: 2009-330-08-19-MEG**

**Buyer: ELENA GOMEZ**

**Tel. No: (956) 318-2626**

**REQUEST FOR PROPOSALS**

**HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.**

**“EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY”**

**RFP No: 2009-330-08-19-MEG**

August 19, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy. 281- Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **HIDALGO COUNTY CSCD –“EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY”** 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-2009-330-08-19-MEG HIDALGO COUNTY CSCD-“EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY”** 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., 19, AUGUST 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 RFP-2009-330-08-19-MEG HIDALGO COUNTY CSCD-“EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY”.** 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 CSCD-“EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY” 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

<b>Proposal Opening, 9:30 AM</b>	<b><u>AUGUST 19</u>, 2009</b>
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. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or 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 CSCD**  
**“EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY”**  
**RFP No: 2009-330-08-19-MEG**

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:

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Address:

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By:

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Printed Name:

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Title:

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*Must be submitted with bid packet*

**Exhibit "A"**  
**"EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY"**

**Request for Proposals**  
**RFP NO: 2009-330-08-19-MEG**

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**OVERVIEW**

Hidalgo County is seeking sealed proposals for Licensed & Certified Therapist to provide "**EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY**" for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, AUGUST 19, 2009**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2009-330-08-19-MEG  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show:**

**RFP NO.: 2009-330-08-19-MEG**  
**"EXPANSION OF SEX OFFENDER PROGRAM GROUP THERAPY"**

The following outlines the Request for Proposal:

**SECTION I - GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County will asset Hidalgo County Community Supervision & Corrections Department in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN WEDNESDAY, AUGUST 12, 2009, at 5:00 P.M.** at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, AUGUST 14 2009, 2009 AT 5:00P.M.. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

**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

**Exhibit "A"**  
**"EXPANSION OF SEX OFFENDER PROGRAM GROUP THERAPY"**

**Request for Proposals**  
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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 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

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

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or 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 representative 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.

**Exhibit "A"**  
**"EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY"**  
**Request for Proposals**  
**RFP NO: 2009-330-08-19-MEG**

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**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 Board of Judges of Hidalgo County.

**Additional Information to Terms and Conditions:** All costs and expenses 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 of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**SECTION II - RFP REQUIREMENTS**

**Request for Proposal:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**Contents:** The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate 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 firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

**Required Certificates and Submittal:** This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

**If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**Exhibit "A"**  
**"EXPANSION OF SEX OFFENDER PROGRAM GROUP THERAPY"**

**Request for Proposals**  
**RFP NO: 2009-330-08-19-MEG**

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**DURATION OF CONTRACT:** The initial term of the contract shall be for two (2) year period, September 1, 2009 – August 31, 2011, (24-months), with the County's option to renew for additional one (1) year term. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal and seven (7) copies**.

**SECTION IIA-SCOPE OF SERVICES**

**SCOPE OF SERVICES**

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. If proposer/PARTICIPANT cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

The intent of this solicitation is to acquire the services of a licensed & certified therapist on as-needed and emergency basis. EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY may include therapy on a one-to-one basis.

This project will be an "**Expansion**" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

**QUALIFICATIONS:**

- The licensed & certified therapist must have a Master's level degree and be certified by the State of Texas as a Sex Offender Therapy Provider in good standing.

**SERVICES:**

The PARTICIPANT shall, in accordance with all 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:

Provide Group therapy which utilizes cognitive-behavioral treatment approaches for the clients referred by the Sex Offender Program Community Supervision Officer and/or Specialized Caseload Section Supervisor.

Prepare and submit the following to the Community Supervision Officer:

1. A verification of a signed treatment contract;
2. Provide a written evaluation and a treatment plan to the Supervision Officer within 30 days after the sex offender is enrolled in a treatment program and an updated treatment plan, as needed;
3. A report, by the 15<sup>th</sup> day of each month, stating the total number of counseling session attended by the client and his/her progress/regress;

**Exhibit "A"**  
**"EXPANSION of SEX OFFENDER PROGRAM GROUP THERAPY"**

**Request for Proposals**  
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4. Notify the Community Supervision Officer of the following by the end of the next business day;
  - a. Any failure to attend treatment. Serious non-compliance with the treatment program, such as continued non-compliance or refusal to complete homework assignments, inappropriate or aggressive behaviors, poor participation and failure to pay treatment fees.
  - b. When the need arises to unsuccessfully terminate or suspend the offender from treatment. Termination shall not occur without communication with the Community Supervisor Officer.
  - c. A change in treatment provider shall not occur without communication with the Community Supervision Officer.
  - d. Engaging in high-risk behavior and/or violating supervision condition or treatment rules.

A report or summary detailing the reasons for termination or suspension from the treatment program and recommendations for further case management.

Provide on-going consultation to the Community Supervision Officer as may be deemed necessary by Department, PARTICIPANT or Community Supervision Officer. The CSCD will provide facilities to hold such group sessions.

**DAVIS BACON ACT (IF APPLICABLE):**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**DIAGNOSIS:**

In its treatment or provision of services to Defendants, PARTICIPANT shall:

- a. Provide appropriate treatment or services as designated by department;
- b. Coordinate with department to identify needs of Defendants that are beyond the scope of PARTICIPANT's Services and make appropriate referrals in such circumstances; and
- c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

**PARTICIPATION:**

In order to ensure maximum participation of Defendants in its program, PARTICIPANT shall:

- a. Contact department within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;
- b. Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and
- c. The PARTICIPANT must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date and be signed by the counselor and the Defendant.

**Exhibit "A"**  
**"EXPANSION OF SEX OFFENDER PROGRAM GROUP THERAPY"**

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**DISCHARGE:**

The discharge of any Defendant shall be made in accordance with the following:

- a. Prior to discharge, PARTICIPANT shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to department within three (3) days of such discharge; and
- b. Under no circumstances may PARTICIPANT discharge any Defendant without having furnished department with prior written notification thereof.

**REFERRALS**

The department retains control over the Defendants referred to PARTICIPANT for the provision 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.

**NO SHOWS**

Department will not pay the full rate to PARTICIPANT for Defendants who fail to attend sessions or meetings.

**COURT TESTIMONY**

PARTICIPANT agrees to provide testimony in court, if required, at no additional cost to the department.

**POLICIES AND PROCEDURES**

The services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to department prior to implementation. PARTICIPANT shall notify the department in writing of deviations from such policies and procedures, whether temporary or permanent.

**COORDINATION WITH DEPARTMENT**

PARTICIPANT shall coordinate the following tasks with the department:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the department directs; and
- d) Comply with department operational policies and procedures as set forth by the department Program and/or the State program.

The PARTICIPANT shall submit the billing statement to the CSCD, PO Box 970 Edinburg, Texas 78540, only after the service has been rendered. The PARTICIPANT shall ensure that the billing statement be received by the 10<sup>th</sup> day of each month.

The PARTICIPANT shall treat the client's record as confidential in accordance with federal regulations and state laws. The PARTICIPANT shall release information as indicated in the Release of Confidential Information.

**Exhibit "A"**  
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The PARTICIPANT 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 PARTICIPANT and for clients, inmates, patients and residents served by the PARTICIPANT in accordance with the provision found in Acts 1989, 71<sup>st</sup> Leg., Ch.1195, Section 5.03 and Section 5.04.

**SECTION III - SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

**Proposal Ranking:** COMMUNITY SUPERVISION & CORRECTION DEPARTMENT (CSCD) and Purchasing Department will evaluate, score and rank.

**Negotiation Process:** The number one ranked firm will be contacted to submit a draft 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 RFPs.

**PROPOSAL SUBMITTED TO:** **An original and seven (7) copies** of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building;  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on AUGUST 19, 2009.**

**EVALUATION:** The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

**SECTION VIII**

**GROUP 3 SERVICES**

**(OTHER “TREATMENT” SERVICES-  
NON-SUBSTANCE ABUSE)**

**OPERATIONS AGREEMENT  
FOR  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

## **INSTRUCTIONS FOR OFFENDER “TREATMENT” SERVICES CONTRACTS (OTHER THAN SUBSTANCE ABUSE)**

It is recommended that CSCDs use the standard treatment clauses in this section of the manual for all contracts with vendors who provide direct treatment services to offenders. However, for offender treatment services contracts (other than substance abuse) that are less than \$25,000, CSCDs may use the abbreviated clauses (Group 4 services) in Section IX which are designed for non-treatment services.

**For identified treatment services over \$25,000** per vendor per year, the CSCD must use all clauses listed in **Article II through Article VIII** exactly as written. Although it is strongly recommended that the CSCD use all those clauses in Article I that are pertinent to the CSCD’s specific program, the CSCD has the option to choose those clauses deemed necessary for the CSCD’s program. Although highly recommended, written contracts for offender treatment services amounting to less than \$5,000 per year per vendor (where the total amount for that service is less than \$25,000) are not required by TDCJ-CJAD. Such services may be secured through a purchase order or other means deemed appropriate.

Performance measures are required for every offender service contract **over \$25,000**. The CSCD must develop specific performance measures in Article I to fit the program. For contracts **over \$100,000**, the vendor operational plan (response to the ITB or RFP) must be attached.

**Group 3 Services (“Treatment” Services-Non-Substance Abuse)**. The following services are identified as “treatment” services for which the following Articles II– VIII clauses in this section of the manual apply:

- Mental Health Services (except for local MHMR departments for which an interlocal agreement can be used)
- Residential Services
- Operation of a Community Corrections Facility (CCF)
- Outpatient Counseling-Group and Individual (including, but not limited to, psychological, emotional, violent behavior, sex offender, family)

For questions regarding types of treatment 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 \_\_\_\_\_, 200\_\_.

**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, 2011, 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, 2009, through August 31, 2011. 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 IS 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 Diagnosis. In its treatment or provision of services to Defendants, VENDOR shall:

- a) Provide appropriate treatment or services as designated by DEPARTMENT;
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.8 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and

- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant.

1.9 Discharge. The discharge of any Defendant shall be made in accordance with the following:

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge; and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.10 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.

1.11 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.)**

1.12 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.13 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.14 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.

1.15 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the DEPARTMENT directs; and
- d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 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.

**1.17 AND 1.18 ARE REQUIRED FOR VENDORS OPERATING A COMMUNITY CORRECTIONS FACILITY (CCF) FOR THE DEPARTMENT:**

1.17 Excess Profit. For contracted operation of a community corrections facility (CCF) for which a vendor budget has been approved with a stated profit (or excess revenue over expenditures for non-profit entities), VENDOR agrees to refund to DEPARTMENT sixty (60) days after the contract term any excess profit above the approved profit amount.

1.18 Semi-Annual Expenditure Reports. For contracted operation of a community corrections facility (CCF), VENDOR agrees to submit to DEPARTMENT and to TDCJ-CJAD by March 31 and September 30 an expenditure report by the budgeted expenditure lines.

1.19 Other: (Specific Department/Program Requirements)

**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 Owing. 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 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services.

3.2 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

3.3 Duties and Obligations. VENDOR shall provide the Services at the Facility(ies) 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, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.

3.4 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.

3.5 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.6 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement.

3.7 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.

3.8 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.

3.9 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 Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and 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;
- (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 licensure 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 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.10 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).

4.11 Discharges for Defendant Absence. Defendants on furlough or authorized absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.12 Residential Services Billed According to Midnight Strength Rule: Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.

4.13 Peer or Group-Controlled meetings. The VENDOR shall not, under any circumstances, bill the DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment/counseling session requirements set forth herein.

4.14 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.

4.15 Equipment. Title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.

4.16 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

4.17 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.

4.18 Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment or service provision. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

## 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

## INSURANCE AND INDEMNIFICATION

6.1 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.

6.2 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.

## ARTICLE VII 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 VIII MISCELLANEOUS PROVISIONS

8.1 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.

8.2 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.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8.4 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.

8.5 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.

8.6 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.

8.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 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.

8.9 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.

8.10 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.

DRAFT

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.

**Texas Government Code**

CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

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**CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS**

§ 76.001. DEFINITIONS. In this chapter:

- (1) "Board" means the Texas Board of Criminal Justice.
- (2) "Community supervision" has the meaning assigned by Section 2, Article 42.12, Code of Criminal Procedure.
- (3) "Council" means a community justice council.
- (4) "Department" means a community supervision and corrections department established under this chapter.
- (5) "Division" means the community justice assistance division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.002. ESTABLISHMENT OF DEPARTMENTS. (a) The district judge or district judges trying criminal cases in each judicial district and the statutory county court judges trying criminal cases in the county or counties served by the judicial district shall:

- (1) establish a community supervision and corrections department; and
- (2) approve the department's budget and community justice plan.

(b) Repealed by Acts 2005, 79th Leg., ch. 255, § 12.

(c) Except as provided by Subsection (d), one department serves all courts and counties in a judicial district if:

- (1) two or more judicial districts serve a county; or
- (2) a district includes more than one county.

(d) The board may adopt rules to allow more than one department to serve a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services.

(e) The board may adopt rules allowing departments to contract with one another for services or facilities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 1, 12, eff. May 30, 2005.

§ 76.003. COMMUNITY JUSTICE COUNCIL. (a) A community justice council must be established by the judges described by Section 76.002 who are served by a department, unless a board or council that was in existence on September 1, 1991, is performing duties substantially similar to those imposed on a community justice council under this section. The council shall provide continuing policy guidance and direction for the development of community justice plans and community corrections facilities, programs, and conditions of community supervision.

(b) A council should consist of the following persons or

organization that provides adult treatment, educational, or vocational services to the area served by the department;

(15) a representative of an organization in the area served by the department that is actively involved in issues relating to defendants' rights, chosen by the county commissioners and county judges of the counties served by the department; and

(16) an advocate for rights of victims of crime and awareness of issues affecting victims.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.02(a), 9.03(a), eff. Sept. 1, 1997; Acts 2005, 79th Leg., ch. 255, § 2, eff. May 30, 2005.

\* § 76.004. DEPARTMENT DIRECTOR; FISCAL OFFICER. (a) The judges described by Section 76.002 shall appoint a department director who must meet, at a minimum, the eligibility requirements for officers established under Section 76.005.

(a-1) The department director shall perform or delegate the responsibility for performing the following duties:

(1) overseeing the daily operations of the department;

(2) preparing annually or biennially a budget for the department;

\* (3) negotiating and entering into contracts on behalf of the department;

(4) establishing policies and procedures for all functions of the department;

(5) developing personnel policies and procedures, including disciplinary proceedings; and

(6) establishing procedures and practices through which the department will address an employment-related grievance.

(b) The department director shall employ a sufficient number of officers and other employees to conduct presentence investigations, supervise and rehabilitate defendants placed on community supervision, enforce the conditions of community supervision, and staff community corrections facilities. A person employed under this subsection is an employee of the department and not of the judges or judicial districts.

(c) The judges described by Section 76.002 may appoint for the department a fiscal officer, other than the county auditor. The fiscal officer is responsible for:

(1) managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities;

(2) ensuring that financial transactions of the department are lawful and allowable; and

(3) prescribing accounting procedures for the department.

(d) The judges described by Section 76.002 may appoint a person as fiscal officer only after investigating the person and determining that the person is:

(1) a person of unquestionably good moral character and intelligence; and

(2) a financial officer with at least two years' experience in auditing and accounting.

(e) A fiscal officer appointed under this section, before beginning employment and not later than the 20th day after the date of appointment, shall:

(1) take an oath stating that the person meets the qualifications required by this section and will not have a personal interest in any contract entered into by the department; and

(2) execute a good and sufficient surety bond that:

(A) is in the amount of \$5,000 or more;

(B) is approved by and payable to the judges

described by Section 76.002; and

(C) is conditioned on the faithful performance by the fiscal officer of the officer's duties.

(f) The judges described by Section 76.002 shall set the annual compensation of a fiscal officer appointed under this section, and the department shall pay all costs related to the functions of the fiscal officer.

**AI-16624**

**10.J.**

**Pct 4 - Drainage Improvement Project - Inv #7167-QHA-C-08-477-12-09 & Inv #7168-QHA-C-08-433-11-04**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Letty Saenz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting approval of payment of invoices submitted by project engineer Quintanilla, Headley & Associates, Inc. in connection with engineering and/or surveying services with authority for County Treasurer to issue payment after County Auditor's review and completion of processing procedures. Precinct #4 - San Carlos Drainage Improvement Project as follows:

1. Inv. #7167 (pymt. #8) in the amount of \$2,500.00 - engineering - contract #C-08-477-12-09 & WA #1 w/PO #614261 "Schunior Drain";
2. Inv. #7168 (pymt.#5) in the amount of \$3,000.00 - surveying - contract #C-08-433-11-04 & WA #1 w/PO #612845 "Diana Estates - Curry Drain".

**BACKGROUND**

Invoice # 7167-QHA-C-08-477-12-09  
Invoice # 7168-QHA-C-08-433-11-04

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1339-431-00-124-051-0-733
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 7-24-09. PO#614261 (Program 051) available funds as of 7-24-09 \$75,000.00

FISCAL YEAR: 2009	ACCT. #: 9-1339-431-00-124-065-0-711
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 7-24-09. PO#612845 available funds as of 7-24-09 \$3,000.00. Pending PO Reclassification to Program 065.

Attachments

Link: [Inv #7167-QHA](#)

Link: [Inv #7168-QHA](#)

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### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 01:56 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 02:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/24/2009 11:03 AM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Letty Saenz

Started On: 07/22/2009 03:12 PM

Final Approval Date: 07/24/2009

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# COUNTY OF HIDALGO

PO#: 614261

DATE: 12/11/08

Page No 1 of 1

VENDOR: 154024      REQ:00144913

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC  
124 EAST STUBBS STREET  
EDINBURG TX 78539

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

Vendor Acct:

CONTACT:  
SITE: HIDALGO CO. PCT 4  
Contract No:

Special Instructions: PCT REQ 1571

### VENDOR NOTES

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

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT # C-08-477-12-09		
1	LOT	WORK AUTHORIZATION #1 WITH A PROPOSED FEE OF \$750,000.00 FOR SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT (ROW SURVEYING OF 300 ESTIMATED PARCELS) WITHIN HIDALGO COUNTY PRECINCT NO. 4, IN CONNECTION TO CONTRACT NO. C-08-477-12-09. APPROVED C.C. OF 12/09/08 AGENDA ITEM #1-12838	750,000.00	750,000.00
		9-1339-431-00-124-062-0-719 -	\$ 2,500.00 ✓	
		9-1339-431-00-124-063-0-719	\$ 2,500.00 ✓	
		Total		750,000.00
		*****		
				ROG 40,918.00
				\$ 710,918.00
		9-1339-431-00-124-049-0-733	\$ 275,000.00	PPⓈ
		9-1339-431-00-124-050-0-733	\$ 67,500.00	+ 40,918.00 40#3
		9-1339-431-00-124-051-0-733	\$ 125,000.00 ✓	
		9-1339-431-00-124-052-0-733	\$ 227,500.00 ✓	
		9-1339-431-00-124-053-0-733	\$ 22,500.00 ✓	

9-1339-431-00-124-048-0-719) 17,500

Authorized by: Martín R. Salazar



## County of Hidalgo Pct. 4

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

### MEMO

DATE: JULY 20, 2009  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: INV. #7167 : CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7167 IN THE AMOUNT OF \$2,500.0 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #7167,  
ACCOUNT: 9-1339-431-00-124-051-0-733

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

RUMALDO MUNOZ JR.  
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES  
ATTACHMENTS: Inv., 7167 & P.O. 614261

## Leticia Saenz

---

**From:** Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]  
**Sent:** Wednesday, July 22, 2009 10:49 AM  
**To:** leticia.saenz@co.hidalgo.tx.us  
**Subject:** Place inv# 7167  
**Attachments:** Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Please place the following inv 7167 for Mr. Quintanilla on the next CC.

Thanks Munoz

Quintanilla, Headley & Associates, Inc.  
 124 E. Stubbs St.  
 Edinburg, TX 78539

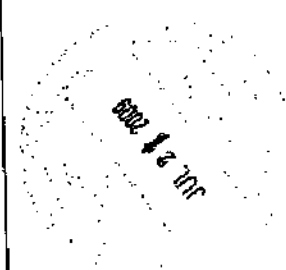
DATE	INVOICE #
7/20/2009	7168

BILL TO

Hidalgo County Precinct No. 4  
 Rinaldo Muñoz, Jr.  
 1051 N. Doolittle Road  
 Edinburg, Texas 78542

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS PAVED/UNPAVED ROADS SURVEYING CONTRACT No.C-08-433-11-04 P.O.N: 612845 WORK AUTHORIZATION No.1 PAYMENT REQUEST No.5	3,000.00
DIANA ESTATES: <i>Curry Drain #</i> PARCEL: No.1 PERMANENT EASEMENT PARCEL: No.2 TEMPORARY WORKING EASEMENT	
TOTAL 2 PARCELS @ \$ 1,500.00 = \$ 3,000.00	0.00
<b>Total</b>	
<b>\$3,000.00</b>	

Thank you for your  
 business!





# Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 1 of 3

VENDOR: 154024

REQ:00143471

BUYER:

Email:

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

Phone:

QUENTANILLA, HEADLEY AND ASSOCIATES, INC  
124 EAST STUBBS STREET  
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Contract No:

Special Instructions:

PCT. REQ. #1441

VENDOR FOOTER

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER  APPROVED COMMISSIONERS' COURT OF 11/12/2008, AGENDA ITEM #AI-12191		
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALAMO BRISAS SUBDIVISION AND THE STABLES SUBDIVISION"	8,800.00 <i>Inv # 6987</i>	8,800.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALAMO ACRES SUBDIVISION"	1,800.00 <i>Inv # 6987</i>	1,800.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALTERNATE DISCHARGE FOR ALAMO ACRES SUBDIVISION"	2,000.00 <i>Inv # 6987</i>	2,000.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "F.M. 2812 & FM 493"	4,800.00 <i>Inv # 7009</i>	4,800.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "DAMIAN ACRES PHASE I AND PHASE II"	2,400.00 <i>Inv # 6987</i>	2,400.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "DIANA ESTATES"	1,350.00 <i>Inv # 6987</i>	1,350.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN	5,100.00 <i>Inv # 6987</i>	5,100.00

COPY

Authorized by: Martina Salazar



# Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 2 OF 3

VENDOR: 154024

REQ:00143471

Email:

BUYER:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC  
124 EAST STUBBS STREET  
EDINBURG TX 78539

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

Vendor Acct:

CONTACT:  
SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #1441

**VENDOR NOTES**

- DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
- TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
- THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
- 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.
- PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "KAYLEN HEIGHTS NO: 2 AND NO: 3".	2,250.00	2,250.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "OWASSA ACRES SUBDIVISION".	6,600.00	6,600.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "OWASSA ROAD BETWEEN ALAMO ROAD AND CESAR CHAVEZ ROAD".	10,300.00	10,300.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TOWNSHIP ROAD BETWEEN ALBERTA ROAD AND TRENTON ROAD".	9,145.00	9,145.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TRENTON ROAD AND ALAMO ROAD".	5,150.00	5,150.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TEX-MEK ROAD AND S.H. 107".	7,500.00	7,500.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALBERTA ROAD AND "I" ROAD".	12,900.00	12,900.00

 COPY

Authorized by:

*Maria R. Salazar*



# Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 3 Of 3

VENDOR: 154024

REQ: 00143471

BUYER:

Email:

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

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC  
124 EAST STUBBS STREET  
EDINBURG TX 78539

Vendor Acct:

CONTACT:  
SITE: HIDALGO CO. PCT 4

Contract No:

Special Instructions:

PCT. REQ. #1441

- VENOR INSTRUCTIONS**
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 REPLY ALL SHIPPING COSTS
  4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. CRY 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	EACH	CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "HORN SUBDIVISION"	4,000.00	4,000.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "HOLMES ROAD".	15,000.00	15,000.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "RIGHT OF WAY EASEMENT PARCELS 30 (ESTIMATED) @ \$1,500.00 EACH".		
		REPORT ROAD HAZARDS 1-865-HCR-SAFE OR 1-866-427-7233		
		Total		99,095.00
***** For Hidalgo County use only 1204-431-00-124-036-0-733				99,095.00
9 713 Approved				

Invo. # 7063 7,500.00  
 Invo. # 6987 3,000.00  
 Invo. # 7089 8,780.00  
 Invo. # 7108 8,150.00

COPY 3/11

Authorized by: Martha R. Salazar



## County of Hidalgo Pct. 4

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

### MEMO

DATE: JULY 22, 2009  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: INV. #7168: CONTRACT #08-433-11-04

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7168 IN THE AMOUNT OF \$3,000.00 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #612845,  
ACCOUNT: 9-1339-431-00-124-065-0-711

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

RUMALDO MUNOZ JR  
ACCOUNTS PAYABLE CLERK 

CC: COUNTY FILES  
ATTACHMENTS: Inv., 7168 & P.O. 612845

**Leticia Saenz**

---

**From:** Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]  
**Sent:** Wednesday, July 22, 2009 10:51 AM  
**To:** leticia.saenz@co.hidalgo.tx.us  
**Subject:** Place inv# 7168  
**Attachments:** Picture 004.jpg; Picture 005.jpg; Picture 006.jpg; Picture 007.jpg; Picture 008.jpg

Please place inv #7168 for Mr. Quintanilla on the next CC.

Thanks Munoz

**Approval Of TXMAS Contract Extensions  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Requesting approval to continue to utilize the "Tx. Procurement and Support Services-TPASS" Contract #5-03FAC010 from awarded vendor "SimplexGrinnell LP" for the annual inspection of the firm alarms, semi-annual inspection of the suppression systems, and the fire sprinkler system (to include semi-annual and quarterly testing) for **Hidalgo County Buildings & Grounds-County Owned Buildings (previously approved by CC on 08/12/08), Juvenile Probation (previously approved by CC on 09/23/08) and Hidalgo County Community Supervision And Corrections Department, AKA "Adult Probation (previously approved by CC on 09-30-08)**, with said TXMAS Contract new expiration date of June 26, 2013.

BACKGROUND

Request is for the duration of the term contract under the TXMAS Schedule. For funding availability please see the attached 2009 EXP Rpt for object 431 dated 07/24/2009.rc

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-32-330-001-0-431  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-431  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

AI under Buildings and Grounds is for various departments-object code is 431.

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

For funding availability please see the attached 2009 EXP Rpt for object 431 dated 07/24/2009.rc

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## Attachments

Link: [A-08-387-09-23-Juvenile Probation](#)

Link: [A-08-410-09-30-Adult Probation](#)

Link: [A-08-040-08-12-Buildings & Grounds-County Owned Blds.](#)

Link: [Exp. Report- object 431](#)

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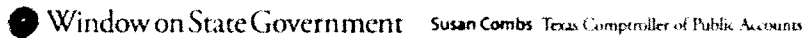
### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	07/23/2009 01:34 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 02:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/24/2009 04:00 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Vangie Garcia  
Started On: 07/21/2009 02:52 PM

Final Approval Date: 07/24/2009

---



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ( $\$50,000 * .75\% = \$375$ ) will be paid to the State of Texas by the TXMAS contractor.



**SIMPLEXGRINNELL, LP**  
 \* Contract TXMAS-5-03FAC010 \*

On-Line Catalog/Order Processing

**FACILITIES MAINTENANCE AND MANAGEMENT**

Corporate Office:  
 SIMPLEXGRINNELL, LP  
 100 SIMPLEX WAY  
 WESTMINSTER MA 01441  
 USA

Send PO to:  
 SIMPLEXGRINNELL, LP  
 ATTN: SHERRY KINNIBROUGH  
 1608 ROYSTON LANE, BLDG. 1  
 ROUND ROCK TX 78664  
 USA  
 Vendor ID: 15826088617

Invoice From:  
 SIMPLEXGRINNELL, LP  
 1608 ROYSTON LANE, BLDG. 1  
 ROUND ROCK TX 78665  
 USA  
 Vendor ID:

Delivery: VARIES/SEE CONTRACT

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: SIMPLEXGRINNELL, LP  
 DETP CH 10320  
 PALATINE IL 60055-0320  
 USA  
 Vendor ID:

Vendor ID: 15826088617

Business Type: Large

DUNS #: 094738007

Effective: 12/6/2004

\* Expires: 6/26/2013 \*

**CONTACT:** ANNETTE THOMPSON  
 Phone 512-634-1800  
[ATHOMPSON@SIMPLEXGRINNELL.COM](mailto:ATHOMPSON@SIMPLEXGRINNELL.COM)

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Dealer Name	City	State	Authorized Dealers		Contact Info
			Contract Number	Hub	
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-1</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-2</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-3</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-4</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-5</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>

SIMPLEX GRINNELL, LP PALATINE IL TXMAS-5-03FAC010-6 No

ANNETTE THOMPSON

512-634-1806

ATHOMPSON@SIMPLEXGRINNELL.COM

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/6/2004 through 6/26/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0054N.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: N/A

Maximum Order: \$750,000

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** Fire Alarm systems sprinklers fire pump backflow special hazard gas and foam systems kitchen hoods portable extinguishers fire hoses self-contained breathing apparatus SBCA e-lights central monitoring station remote monitoring station access control CCTV Sound and communications nurse call systems repair maintenance inspections preventative services replacement parts inventory 24/7 test life safety property manufacturers acceptance testing system certification diagnostic troubleshooting integration code compliance operator training SPS Security Professional Services first aid kits safety equipment Suppression Security SimplexGrinnell Simplex Grinnell Simplex Time Recorder fire alarm strobe horn strobe chime bell alarm smoke detector heat detector beam detector duct smoke detector pull station knox box stopper stopper II iam supervised IDNET iam relay IDNET ZAM Class B monitor fiber transfer Class A Class B Style 6 Style 4 Style Y Style Z Security monitor heat sensor smoke sensor electronics analog duct sensor housing 4-wire 2-wire multi-sensor sampling tube 2 bay door remote test station remote alarm indicator speaker 25V 70 VRMS true alert MAPNET II addressable module MAPNET isolator module remote power supply tamper switch waterflow switch 4100U 4100 plus 4100+ Classic 4010 4005 4006 4008 4004 100 watt amplifier flex 50 amplifier flex 35 amplifier microphone enclosure fireman phone fireman hat elevator recall shunt trip high-rise evacuation single channel audio control standard message set custom labeled walktest 24 graphic I/O Style 7 distribution termination module smoke management application guide RS 232 interface card TrueAlert 12V 24V miniplex transponder fire alarm panel control panel version 8 software version 9 software master controller non-power limited option audio programming software strap underground toggle switch nipple drop concrete nut duct tape gast compressor tank base studs heavy loads HEX 3/8 inch 1/2 5/8 7/8 3/4 1.5 plate fender washer round standard lockwasher circle lag 2.5 hot seal o-ring skirt canopy hose valve wrench hydrant lock breakable complete tee elbow in unit chrome strainer brass bushing tubing sq square reducer uniflange flange grooved floor ceiling rigid clamp t-tap cross cap import gasket lube ductile concentric straight weld welding neck slip blind on vlv 300 lbs 300 pounds wafer butterfly bfly white ring outlet snap let clevis beam brace sway black bk release kwik extender support plastic split heavy gauge tolco thread no-thread attach insert rod dip gallon junction korns pack oil cutting anti-freeze sealant Teflon tape al-box measuring angle Aquarius Frequency Silent Knight Notifier EST Edwards Signaling Technology Siemens Pyrotronics FireFinder AutoCall TFX Gamewell StarCall Wheelock DX-100 VRT VLS VPS VHX VSW E700 VP VSP DV DX paging intercom Public Address system PSRAM SAFEPATH SAE solar training warranty service labor contractor construction watt required coaxial PICT JPEG EPS RAS PVC exit switches flash door control elevator control alarm inputs outputs tamper switch battery backup beige cabinet transient protection LAN WAN NIC UL map circuit readers push bar door holder rack-mount LED pluggable coils mag lock detector motion prox call-up surveillance PTZ ptz fixed parapet pendant smartcard Pelco Intellium Intellex Intelli-M Sony DSC Sensormatic Kouba Dynalock Indala HID Securitron Sentrol IPIX Intergral Andover Continuum NT 3400 Cassi Rusco DSX Siemens Amag fire, sprinkler, security, cctv, access control, suppression, extinguishers, disaster relief (is this correct), fire alarm, nursecall, monitoring, Public Address system, mass notification, special hazards, emergency light inspection

**Contact Us**

If you have any suggestions on how to improve TXMAS or this web site, please send an email to [txmas@cpa.state.tx.us](mailto:txmas@cpa.state.tx.us) or call 512-463-8839 or 512-463-3421.

Texas Online Statewide Search from the Texas State Library State Link Policy Texas Homeland Security

**Susan Combs**, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)  
[Privacy and Security Policy](#) [Accessibility Policy](#) [Link Policy](#) [Public Information Act](#) [Compact with Texans](#)

SimplexGrinnell LP  
1970 Anton Circle Ste. 102  
San Antonio, TX 78216

Phone: (210) 402-8311  
Fax: (210) 402-6195

www.simplexgrinnell.com

FAXED OCT 30 2008  
9:51 am

June 19, 2008

Hidalgo County Juvenile Probation  
1001 N. Doolittle  
Edinburg, Texas 78539

Mr. Ochoa,

The following proposal between SimplexGrinnell and The Hidalgo County Buildings and Grounds has been priced using the following TXMAS Contract number: TXMAS-5-02FAC010, pricing is effective February 1, 2008 through January 31, 2012. Upon annual anniversary date, a new PO will be issued for years 2-5 on an annual basis. Hidalgo County Buildings and Grounds reserve the right to cancel the agreement, after the first year, with a written 30 day notice.

The agreement includes annual inspections on fire alarm and sprinkler and semi-annual inspections for suppression systems. Tamper and flows will be tested in accordance with fire alarm NFPA 72, on a semi-annual basis and pre-action valves will be tested quarterly.

Please post the following TXMAS Contract number: TXMAS-5-03FAC010 for reference on all correspondence to include purchase orders.

Hourly bill rates outside the contract is as follows: (TXMAS rates)

25% off list price for all parts

Fire Alarm-Conventional  
straight time \$89.77 per hour  
overtime \$134.66 per hour

Fire Alarm-Addressable  
straight time \$108.73 per hour  
overtime \$163.09 per hour

Sprinkler  
straight time \$94.91 per hour  
overtime \$142.37 per hour

Suppression  
straight time \$89.78 per hour  
overtime \$134.66 per hour

Annual price breakdown: See attached spreadsheet for detail

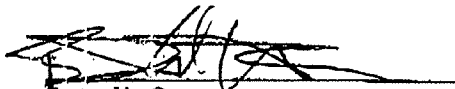
Sept 1, 2008- August 31, 2009

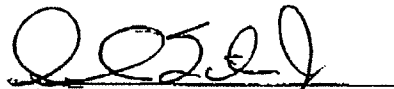
Fire Alarm \$5,416.82

Sprinkler \$650.50

Total \$6,067.32

---

  
Burton VanBuren  
Sales Representative, SimplexGrinnell

  
Hidalgo County Juvenile Probation  
DEPARTMENT

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.

Contractor: SimplexGrinnell (District #) 493  
 Street: 1200 E Hackberry Ave Ste A  
 City: McAllen  
 State: TX  
 Phone #: 956-681-5284  
 Fire Alarm & Suppression Services : GS-06F-0054N  
 Suppression Services - SIN 561-002  
 Modification FX04 / 12-05-2003  
 TXMAS-5-03FAC010

City: ATO GRANDE VALLEY  
 County: Juvenile Justice  
 Address: 1001 N. Dookhite  
 Zip Code: 76539  
 Wage Rate: 13.50  
 Health & Welfare: 1.18  
 Total: 14.68  
 Wage Rate Multiplier: 0.87

Enter quantity of each of desired line items below the rose colored boxes  
 Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Quarterly Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Fire Sprinkler Systems												
Wet Pipe Inspection (Includes (1) Riser)	\$ 149.63	1	\$ 149.63	\$ 399.08		\$ -	\$ 498.75		\$ 1,304.73			\$ -
Each Additional Riser (Tamper & Flow) Inspection (tamper & flow)	\$ 74.81	2	\$ 149.63	\$ 84.76		\$ -	\$ 224.44		\$ 4.81			\$ 391.02
Each additional floor control assembly inspection (tamper & flow)	\$ 24.94		\$ -	\$ 49.88		\$ -	\$ 99.75		\$ 1.18			\$ 254.61
Dry sprinkler trip test ----	\$ 149.63		\$ -			\$ -			\$ 706.23			\$ -
---- Dry sprinkler trip test NYC (Add)	\$ 137.18		\$ -			\$ -						\$ -
Dry Standpipe Hydrostatic Test (each)	\$ 648.38		\$ -			\$ -			\$ 648.38			\$ -
Dry sprinkler pre-action or mechanical trip test	\$ 124.69		\$ -			\$ -			\$ 880.30			\$ -
5-Year Certification Test (1) Riser & (1) FDC	\$ 249.38		\$ -			\$ -						\$ -
Additional Riser - not primary	\$ 99.75		\$ -			\$ -						\$ -
Deluge system inspection (Quarterly Price Reflects Trip Test)	\$ 523.89		\$ -			\$ -	\$ 648.38		\$ 1,473.31			\$ -
Antifreeze Loop System (Antifreeze Test)	\$ 124.69		\$ -			\$ -						\$ -
Private Yard Hydrant flow test	\$ 134.66		\$ -			\$ -			\$ 798.00			\$ -
Post Indicator Valves	\$ 19.95		\$ -			\$ -						\$ -
NYC Monthly Sprinkler Test	\$ 1,486.25		\$ -			\$ -						\$ -
NYC Monthly Sprinkler Test addl risers	\$ 1,197.00		\$ -			\$ -						\$ -



LINE ITEMS - Suppression Services SIN 561-002		Qty	Sub-total	Qty	Sub-total	Qty	Sub-total	Qty	Sub-total
Annual Inspect & Report	Initial Test & Inspect Sub Total: Negotiated 5% Discount	1	\$ 791.26	1	\$ -	1	\$ -	1	\$ -
	Sub Total with discount		\$ 751.99		\$ -		\$ -		\$ -
	Wage Rate Multiplier		0.87		0.87		0.87		0.87
	Sub Total		\$ 650.50		\$ -		\$ -		\$ -
	Tax								
	Sub Total		\$ 650.50		\$ -		\$ -		\$ -
	Add'l Reduction		\$ -		\$ -		\$ -		\$ -
	Total		\$ 650.50		\$ -		\$ -		\$ -

Autofilled from above selections>

You must type in tax rate if applicable>

If a Reduction is needed, type it in here

Qty	Sub-total	Qty	Sub-total	Qty	Sub-total	Qty	Sub-total
1	\$ 791.26	1	\$ -	1	\$ -	1	\$ -
	\$ 751.99		\$ -		\$ -		\$ -
	0.87	0.87	0.87	0.87	0.87	0.87	0.87
	\$ 650.50		\$ -		\$ -		\$ -
	\$ 650.50		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
	\$ 650.50		\$ -		\$ -		\$ -

Zip Code	78835	Order Total	\$ 650.50
Facility Name	Dalco County Juvenile Justice Ctr		
Address	1001 N. Doodie		
City			
State	TX		

The below hourly charges are for Labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.

Rate - NICET Level II Technician	Per Hour
Additional Labor services, during normal working hours per hour	\$94.91
Additional Labor services, outside normal working hours per hour	\$142.37
Repair Services during normal hours per hour	\$94.91
Repair services outside normal hours per hour	\$142.37

Rate - NICET Level III Technician	Per Hour
Additional Labor services, during normal working hours per hour	\$94.91
Additional Labor services, outside normal working hours per hour	\$142.37
Repair Services during normal hours per hour	\$94.91
Repair services outside normal hours per hour	\$142.37

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.

Contractor: **SimplexGrinnell** (District #) **493** **Fire Alarm & Suppression Services : GS-06F-00541N**  
**1200 E Hackberry Ave Ste A** **Fire Alarm Services - SIN 561401**  
**McAllen** **TX** **Modification FX04 / 12-05-2003**  
 State: **TX** Phone #: **956-681-5284**

City: **RIO GRANDE VALLEY** <--(Use first Scroll Bar to select state where work is to be performed.) <--(Use second Scroll Bar to select closest city where work is to be performed.)  
 Facility Name: **Hidalgo County Juvenile Justice Center**

Address: **1001 N. Dozelle**  
 Zip Code: **78539**  
 Wage Rate: **13.50**  
 Health & Welfare: **1.16**  
 Total: **14.66**

Wage Rate Multiplier: **0.87**

Enter quantity of each of desired line items below the rose colored boxes  
 Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
--	---------------------------------	-----	-----------	--------------------	-----	------------------------------

Control Equipment						
Control Panel Monitored	\$ 149.63	1	\$ 149.63	\$ 1,122.19		\$ 1,122.19
Additional Panel (each)	\$ 74.81		\$ -	\$ 798.00		\$ 798.00
Control Panel Unmonitored	\$ 149.63		\$ -	Test Only		
Control Panel Special Systems (e.g. detection, CO2, Halon alternative, etc)	\$ 149.63		\$ -	\$ 543.64		\$ 543.64
Control Panel Central Transmitter	Included					
Central Station Receiver	Included					
Annunciator LED type	\$ 49.88	3	\$ 149.63	\$ 81.80		\$ 81.80
Annunciator graphical type	\$ 49.88		\$ -	\$ 74.81		\$ 74.81
CPU graphical display	Included			Test Only		
Monitor modules	\$ 2.99		\$ -	\$ 9.98		\$ 9.98
Notification appliance module	Included			\$ 4.99		\$ 4.99
NAC Power Extender (Includes Battery Testing)	\$ 49.88	1	\$ 49.88	\$ 199.50		\$ 199.50
Batteries						
Battery testing - lead acid	\$ 24.94		\$ -	\$ 36.91		\$ 36.91
Battery testing - gel cell	\$ 24.94		\$ -	\$ 36.91		\$ 36.91
Battery testing - Ni-Cad	\$ 24.94		\$ -	\$ 36.91		\$ 36.91
Battery charger	Included			Included		

LINE ITEMS - Fire Alarm Contract (Addressable) S/N 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Emergency voice/ alarm	\$ 2.99	\$	\$ -	\$ 28.93	\$	\$ -
Emerg. Telephone	\$ 2.99	\$	\$ -	\$ 9.98	\$	\$ -
Phone Jacks	Included			Included		
Call-in signal; off-hook indicator	Included			Included		
amplifier & tone generators	Included			Included		
Initiating Devices (price per device)						
Duct detector	\$ 34.91	39	\$ 1,361.59	\$ 35.91	\$	\$ -
heat detector; restorable	\$ 9.98	\$	\$ -	\$ 8.98	\$	\$ -
heat detector; non-restorable	\$ 9.98	\$	\$ -	\$ 8.98	\$	\$ -
smoke detector; photoelectric (includes Cleaning)	\$ 12.97	5	\$ 64.84	\$ 18.96	\$	\$ -
smoke detector; beam detection	\$ 12.97	\$	\$ -	\$ 179.55	\$	\$ -
smoke detector; ionization	\$ 9.98	287	\$ 2,862.83	\$ 14.96	\$	\$ -
smoke detector; laser	\$ 19.95	\$	\$ -	\$ 6.98	\$	\$ -
Fire Alarm Box, Manual, Uncoded	\$ 2.99	\$	\$ -	\$ 28.93	\$	\$ -
Fire Alarm Box, Manual, Coded	\$ 2.99	\$	\$ -	Test Only	\$	\$ -
Sensitivity Test	\$ 19.95	\$	\$ -	\$ 98.75	\$	\$ -
Gas Detector	\$ 19.95	\$	\$ -	\$ 28.93	\$	\$ -
Elevator Shunt Trip Test	\$ 18.95	\$	\$ -	Test Only	\$	\$ -
Supervisory Devices (price per device)						
Fire Supervisory Signal, Emergency	\$ 5.99	\$	\$ -	\$ 14.96	\$	\$ -
Fire Supervisory Signal, Air Pressure	\$ 5.99	\$	\$ -	\$ 14.96	\$	\$ -
Fire Supervisory Signal, Fire Pump	\$ 5.99	\$	\$ -	\$ 14.96	\$	\$ -
Misc						
Water tank; low level	\$ 2.99	\$	\$ -	\$ 14.96	\$	\$ -
Water tank; high level	\$ 2.99	\$	\$ -	\$ 14.96	\$	\$ -
Water tank; temperature	\$ 2.99	\$	\$ -	\$ 14.96	\$	\$ -
Alarm Notification Appliances (price						
Fire Alarm, Bell	\$ 2.99	\$	\$ -	\$ 9.98	\$	\$ -
Speakers	\$ 2.99	\$	\$ -	\$ 9.98	\$	\$ -
Fire Alarm Visual Device	\$ 2.99	498	\$ 1,490.27	\$ 19.95	\$	\$ -
Horns	\$ 2.99	\$	\$ -	\$ 17.98	\$	\$ -
Chimes	\$ 2.99	\$	\$ -	\$ 9.98	\$	\$ -

LINE ITEMS - Fire Alarm Contract (Addressable) S/N 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
<p>The below hourly charges are for labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.</p>						
<p><b>Fire Alarm Technician (Software Based)</b></p>						
<p><b>Rates - NICET Level II Technician</b></p>						
Additional Labor services, during normal working hours per hour						Per Hour
Additional Labor services, outside normal working hours per hour						\$108.73
Repair Services during normal hours per hour						\$163.09
Repair Services outside normal hours per hour						\$108.73
						\$163.09
<p><b>Fire Alarm Technician (Software Based)</b></p>						
<p><b>Rates - NICET Level III Technician</b></p>						
Additional Labor services, during normal working hours per hour						Per Hour
Additional Labor services, outside normal working hours per hour						\$108.73
Repair Services during normal hours per hour						\$163.09
Repair Services outside normal hours per hour						\$108.73
						\$163.09



**Presentation for discussion, consideration, documentation and ratification of proposal received and subsequent purchase order from awarded vendor "SimplexGrinnell LP" through Hidalgo County's membership/participation through "TXMAS Contract 5-O3FACO10" in the amount of \$6,067.32, for the annual inspection of the fire alarm and semi-annual inspection of suppression system and the fire sprinkler system (to include semi-annual and quarterly testing) for Hidalgo County Juvenile Probation.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

**J. IT Dept.**

- 1. Requesting authority to enter into a one-year maintenance BMC service through the County's membership/participation with (DIR) Department of Information Resource awarded vendor Carahsoft Technology Corporation contract DIR-SDD587 for the I. T. Department, requisition #139513 for the total amount of \$16,857.00. Effective: 10/01/08-09/30/09**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

**K. WIC**

- 1. Presentation for discussion, consideration, acceptance and approval to purchase telephone system components to convert from existing WIC system and integrate with the current Hidalgo County telephone system, including, but not limited to equipment, handsets, peripheral, software, licenses and installation through the County's membership/participation with the Department of Information Resources (DIR contract # SDD-233) in the amount of \$101,694.20 which may require the increase to account for shipping/freight and handling, if applicable.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

**L. Co. Wide**

- 1. Pursuant to contract #C-06-390-12-08- with Mary Ann R. Peralez (approved by CC in 1998) for the provision of: "Technical Supervisor For Alcohol Breath Test Program", presentation for discussion, consideration, and action in connection with Hidalgo County's options, including, but not limited to, the following:**
  - A. Review and action (if applicable) on vendor's correspondence requesting an increase in yearly fee with notification of necessity to replace intoxilizer equipment at several locations throughout the County (including County Jail);**
  - B. Action on County's position to continue to provide intoxilizer equipment, accessories and related administration and supervision of alcohol breath test services at numerous locations (local law enforcement jurisdictions-i.e. PDs and/or DPS) in order to permit the use of the equipment by DPS and/or PDs for the purpose of gathering evidence in connection with DWIs;**
  - C. Action as to the entering into interlocal agreements with local jurisdictions and/or DPS for the placement of county-owned intoxilizer equipment and use of said equipment;**

NO ACTION taken on items A thru C.

AI-11271

36.Q.2.

**ANNUAL INSPECTION-FIRE ALARM AND FIRE SPRINKLER SYSTEM  
CC REGULAR**

**Date:** 09/23/2008

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Juvenile Probation

**Information**

**CAPTION**

Presentation for discussion, consideration, documentation and ratification of proposal received and subsequent purchase order from awarded vendor "SimplexGrinnell LP" through Hidalgo County's membership/participation through "TXMAS Contract 5-03FACO10" in the amount of \$6,067.32, for the annual inspection of the fire alarm and semi-annual inspection of suppression system and the fire sprinkler system (to include semi-annual and quarterly testing) for Hidalgo County Juvenile Probation.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 1100-423-32-330-001-0-431

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**Attachments**

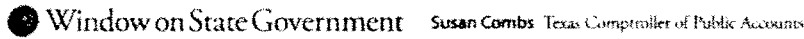
Link:

**SIMPLEXGRINNELL  
PROPOSAL**

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
		(Originator)	Vangie Garcia	09/17/2008 05:28 PM	CREATED
1		Purchasing Department	Marty Salazar	09/18/2008 03:59 PM	APRV
2		Budget & Management	Veronica Lopez	09/18/2008 04:04 PM	APRV
3		Rey Salazar			NEW
4		Auditor's Office			
5		Court Administrator			
Form Started By: Vangie Garcia				Started On: 09/17/2008 05:28 PM	

PURCHASING DEPT.



Search TXMAS Contracts:  Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 (\$50,000 \* .75% = \$375) will be paid to the State of Texas by the TXMAS contractor.



**SIMPLEXGRINNELL, LP**  
**Contract TXMAS-5-03FAC010**

On-Line Catalog/Order Processing

**FACILITIES MAINTENANCE AND MANAGEMENT**

Corporate Office:  
 SIMPLEXGRINNELL, LP  
 100 SIMPLEX WAY  
 WESTMINSTER MA 01441  
 USA

Send PO to:  
 SIMPLEXGRINNELL, LP  
 ATTN: SHERRY KINNIBROUGH  
 1608 ROYSTON LANE, BLDG. 1  
 ROUND ROCK TX 78664  
 USA  
 Vendor ID: 15826088617

Invoice From:  
 SIMPLEXGRINNELL, LP  
 1608 ROYSTON LANE, BLDG. 1  
 ROUND ROCK TX 78665  
 USA  
 Vendor ID:

Delivery: VARIES/SEE CONTRACT

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: SIMPLEXGRINNELL, LP  
 DETP CH 10320  
 PALATINE IL 60055-0320  
 USA  
 Vendor ID:

Vendor ID: 15826088617

Business Type: Large

DUNS #: 094738007

Effective: 12/6/2004

Expires: 6/26/2013

**CONTACT:** ANNETTE THOMPSON  
 Phone 512-634-1800  
[ATHOMPSON@SIMPLEXGRINNELL.COM](mailto:ATHOMPSON@SIMPLEXGRINNELL.COM)

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers					
Dealer Name	City	State	Contract Number	Hub	Contact Info
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-1</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-2</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-3</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-4</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-5</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>

SIMPLEX GRINNELL, LP PALATINE IL TXMAS-5-03FAC010-6 No

ANNETTE THOMPSON

512-634-1806

[ATHOMPSON@SIMPLEXGRINNELL.COM](mailto:ATHOMPSON@SIMPLEXGRINNELL.COM)

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/6/2004 through 6/26/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0054N.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: N/A

Maximum Order: \$750,000

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** Fire Alarm systems sprinklers fire pump backflow special hazard gas and foam systems kitchen hoods portable extinguishers fire hoses self-contained breathing apparatus SBCA e-lights central monitoring station remote monitoring station access control CCTV Sound and communications nurse call systems repair maintenance inspections preventative services replacement parts inventory 24/7 test life safety property manufacturers acceptance testing system certification diagnostic troubleshooting integration code compliance operator training SPS Security Professional Services first aid kits safety equipment Suppression Security SimplexGrinnell Simplex Grinnell Simplex Time Recorder fire alarm strobe horn strobe chime bell alarm smoke detector heat detector beam detector duct smoke detector pull station knox box stopper stopper II iam supervised IDNET iam relay IDNET ZAM Class B monitor fiber transfer Class A Class B Style 6 Style 4 Style Y Style Z Security monitor heat sensor smoke sensor electronics analog duct sensor housing 4-wire 2-wire multi-sensor sampling tube 2 bay door remote test station remote alarm indicator speaker 25V 70 VRMS true alert MAPNET II addressable module MAPNET isolator module remote power supply tamper switch waterflow switch 4100U 4100 plus 4100+ Classic 4010 4005 4006 4008 4004 100 watt amplifier flex 50 amplifier flex 35 amplifier microphone enclosure fireman phone fireman hat elevator recall shunt trip high-rise evacuation single channel audio control standard message set custom labeled walktest 24 graphic I/O Style 7 distribution termination module smoke management application guide RS 232 interface card TrueAlert 12V 24V miniplex transponder fire alarm panel control panel version 8 software version 9 software master controller non-power limited option audio programming software strap underground toggle switch nipple drop concrete nut duct tape gast compressor tank base studs heavy loads HEX 3/8 inch 1/2 5/8 7/8 3/4 1.5 plate fender washer round standard lockwasher circle lag 2.5 hot seal o-ring skirt canopy hose valve wrench hydrant lock breakable complete tee elbow in unit chrome strainer brass bushing tubing sq square reducer uniflange flange grooved floor ceiling rigid clamp t-tap cross cap import gasket lube ductile concentric straight weld welding neck slip blind on vlv 300 lbs 300 pounds wafer butterfly bfly white ring outlet snap let clevis beam brace sway black bk release kwik extender support plastic split heavy gauge tolco thread no-thread attach insert rod dip gallon junction korns pack oil cutting anti-freeze sealant Teflon tape al-box measuring angle Aquarius Frequency Silent Knight Notifier EST Edwards Signaling Technology Siemens Pyrotronics FireFinder AutoCall TFX Gamewell StarCall Wheelock DX-100 VRT VLS VPS VHX VSW E700 VP VSP DV DX paging intercom Public Address system PSRAM SAFEPATH SAE solar training warranty service labor contractor construction watt required coaxial PICT JPEG EPS RAS PVC exit switches flash door control elevator control alarm inputs outputs tamper switch battery backup beige cabinet transient protection LAN WAN NIC UL map circuit readers push bar door holder rack-mount LED pluggable coils mag lock detector motion prox call-up surveillance PTZ ptz fixed parapet pendant smartcard Pelco Intellium Intellex Intelli-M Sony DSC Sensomatic Kouba Dynalock Indala HID Securiton Sentrol IPIX Intergral Andover Continuum NT 3400 Cassi Rusco DSX Siemens Amag fire, sprinkler, security, cctv, access control, suppression, extinguishers, disaster relief (is this correct), fire alarm, nursecall, monitoring, Public Address system, mass notification, special hazards, emergency light inspection

**Contact Us**

If you have any suggestions on how to improve TXMAS or this web site, please send an email to [txmas@cpa.state.tx.us](mailto:txmas@cpa.state.tx.us) or call 512-463-8839 or 512-463-3421.

Texas Online Statewide Search from the Texas State Library State Link Policy Texas Homeland Security

**Susan Combs**, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)  
[Privacy and Security Policy](#) [Accessibility Policy](#) [Link Policy](#) [Public Information Act](#) [Compact with Texans](#)

SimplexGrinnell LP  
1200 E. Hackberry Ave Suite A  
McAllen, TX 78503

Phone: (956) 618-5284  
Fax: (956) 686-9045

[www.simplexgrinnell.com](http://www.simplexgrinnell.com)

July 10, 2008

Hidalgo County Adult Probation  
3100 S Bus Hwy 281  
Edinburg, Texas 78539

Mr. Flores,

The following proposal between SimplexGrinnell and The Hidalgo County Buildings and Grounds has been priced using the following TXMAS Contract number: TXMAS-5-03FAC010, pricing is effective February 1, 2008 through January 31, 2012. Upon annual anniversary date, a new PO will be issued for years 2-5 on an annual basis. Hidalgo County Buildings and Grounds reserve the right to cancel the agreement, after the first year, with a written 30 day notice.

The agreement includes annual inspections on fire alarm and sprinkler and semi-annual inspections for suppression systems. Tampers and flows will be tested in accordance with fire alarm NFPA 72, on a semi-annual basis and pre-action valves will be tested quarterly.

Please post the following TXMAS Contract number: **TXMAS-5-03FAC010** for reference on all correspondence to include purchase orders.

Hourly bill rates outside the contract is as follows: (TXMAS rates)

25% off list price for all parts

Fire Alarm-Conventional  
straight time \$89.77 per hour  
overtime \$134.66 per hour

Fire Alarm-Addressable  
straight time \$108.73 per hour  
overtime \$163.09 per hour

Sprinkler  
straight time \$94.91 per hour  
overtime \$142.37 per hour

Suppression  
straight time \$89.78 per hour  
overtime \$134.66 per hour

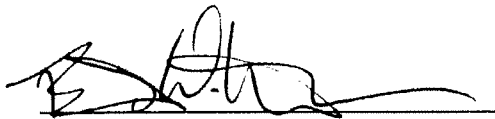
Annual price breakdown: See attached spreadsheet for detail


Sept 1, 2008- August 31, 2009

Sprinkler \$1,012.15  
Fire Alarm \$897.97  
Suppression \$355.56

Total \$2,265.68

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Burton VanBuren  
Sales Representative, SimplexGrinnell

  
Hidalgo County

**Note:** Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.

**Contractor:** SimplexGrinnell (District #) 493  
 1200 E Hackberry Ave Ste A  
 City: McAllen  
 State: TX  
 Phone #: 958-681-5284

**Suppression Services - SIN 561-002**  
 Modification FX04 / 12-06-2003  
 TXMAS- 5-03FAC010

**GS-06F-0054N**  
 Fire Alarm & Suppression Services :

State TX <---(Use first Scroll Bar to select state where work is to be performed.)  
 City RIO GRANDE VALLEY <---(Use second Scroll Bar to select city where work is to be performed, if city not listed, select the nearest city. (You can also click on the Wage Rate tab for alphabetical listing of cities.)  
 Facility Name HC Adult Probation  
 Address 3100 S Bus HWY 281  
 Zip Code 78539  
 Wage Rate \$ 13.50  
 Health & Welfare \$ 1.16  
 Total \$ 14.66  
 Wage Rate Multiplier 0.87

Enter quantity of each of desired line items below the rose colored boxes  
 Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	Qty	Sub-total	Semi-Annual Inspect & Report	Qty	Sub-total	Quarterly Inspect & Report	Qty	Sub-total	Inspection & Annual Full Maint.	Qty	Sub Total Annual Full Maint.
<b>Fire Sprinkler Systems</b>												
Wet Pipe Inspection (Includes (1) Riser)	\$ 149.63	1	\$ 149.63	\$ 369.08		\$ -	\$ 498.75		\$ -	\$ 1,304.73		\$ -
Each Additional Riser (Tampar & Flow)	\$ 74.81		\$ -	\$ 94.76		\$ -	\$ 224.44		\$ -	\$ 391.02		\$ -
Each additional floor control assembly inspection (tampar & flow)	\$ 24.94		\$ -	\$ 49.88		\$ -	\$ 99.75		\$ -	\$ 254.61		\$ -
Dry sprinkler trip test *****	\$ 149.63		\$ -			\$ -			\$ -	\$ 705.23		\$ -
**** Dry sprinkler trip test NYC (Add)	\$ 137.16		\$ -			\$ -			\$ -			\$ -
Dry Standpipe Hydrostatic Test (each)	\$ 648.38		\$ -			\$ -			\$ -			\$ -
Dry sprinkler pre-action or mechanical trip test	\$ 124.69		\$ -			\$ -			\$ -	\$ 680.30		\$ -
5-Year Certification Test (1) Riser & (1) FDC	\$ 249.38		\$ -			\$ -			\$ -			\$ -
5-Year Certification Test, Each Additional Riser - not primary	\$ 99.75		\$ -			\$ -			\$ -			\$ -
Deluge system inspection (Quarterly Price Reflects Trip Test)	\$ 523.69		\$ -			\$ -	\$ 648.38		\$ -	\$ 1,473.31		\$ -
Antifreeze Loop System (Antifreeze Test)	\$ 124.69		\$ -			\$ -			\$ -			\$ -
Private Yard Hydrant flow test	\$ 134.68		\$ -			\$ -			\$ -	\$ 798.00		\$ -
Post Indicator Valves	\$ 19.95		\$ -			\$ -			\$ -			\$ -
NYC Monthly Sprinkler Test	\$ 1,496.25		\$ -			\$ -			\$ -			\$ -
NYC Monthly Sprinkler Test add'l risers	\$ 1,197.00		\$ -			\$ -			\$ -			\$ -



LINE ITEMS - Suppression Services SIN 561-002	Annual Inspect & Report	City	Sub-total	Semi-Annual Inspect & Report	City	Sub-total	Quarterly Inspect & Report	City	Sub-total	Inspection & Annual Full Maint.	City	Sub Total Annual Full Maint.
	Initial Test & Inspect. Sub Total: \$ 1,231.15			Semi-Annual Inspect & Report Sub Total: \$ 61.56			Quarterly Inspect & Report Sub Total: \$ -			Annual Full Maint. Sub Total: \$ -		
	Negotiated 5% Discount						Negotiated 5% Discount					
	Sub Total with discount		\$ 1,169.59	Sub Total with discount		\$ -	Sub Total with discount		\$ -	Sub Total with discount		\$ -
	Wage Rate Multiplier		0.87	Wage Rate Multiplier		0.87	Wage Rate Multiplier		0.87	Wage Rate Multiplier		0.87
	Sub Total		\$ 1,012.15	Sub Total		\$ -	Sub Total		\$ -	Sub Total		\$ -
	Tax			Tax			Tax			Tax		
	Sub Total		\$ 1,012.15	Sub Total		\$ -	Sub Total		\$ -	Sub Total		\$ -
	Add'l Reduction		\$ -	Add'l Reduction		\$ -	Add'l Reduction		\$ -	Add'l Reduction		\$ -
	Total		\$ 1,012.15	Total		\$ -	Total		\$ -	Total		\$ -

Autofilled from above selection>

You must type in tax rate if applicable>

If a Reduction is needed, type it in here

Zip Code	78539	Order Total	\$ 1,012.15
Facility Name	HC Adult Probation		
Address	3100 S Bus HWY 281		
City	Edinburg		
State	TX		

The below hourly charges are for Labor only. All rates listed are to be given 6% discount, then multiplied by the Wage Rate multiplier.

**Suppression**

**Rates - NICET Level II Technician**

- Additional Labor services, during normal working hours per hour
- Additional Labor services, outside normal working hours per hour
- Repair Services during normal hours per hour
- Repair services outside normal hours per hour

Per Hour	\$94.91
	\$142.37
	\$94.91
	\$142.37

**Suppression**

**Rates - NICET Level III Technician**

- Additional Labor services, during normal working hours per hour
- Additional Labor services, outside normal working hours per hour
- Repair Services during normal hours per hour
- Repair services outside normal hours per hour

Per Hour	\$94.91
	\$142.37
	\$94.91
	\$142.37

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.

Contractor: SimplexGrinnell (District #) 493 SimplexGrinnell GSA Schedule GS-06F-0054N  
 Fire Alarm & Suppression Services : Fire Alarm Services - SIN 561-001  
 Street: 1200 E Hackberry Ave Ste A Fire Alarm Services - SIN 561-001  
 City: McAllen Modification FX04 / 12-05-2003  
 State: TX  
 Phone #: 956-681-5284

TX (Use first Scroll Bar to select state where work is to be performed.)  
 RIO GRANDE VALLEY (Use second Scroll Bar to select closest city where work is to be performed.)  
 Hidalgo County Adult Probation

Address 3100 B S Bus Hwy 281  
 Zip Code 78539  
 Wage Rate \$ 13.50  
 Health & Welfare \$ 1.16  
 Total \$ 14.66  
 Wage Rate Multiplier 0.87

Enter quantity of each of desired line items below the rose colored boxes  
 Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Control Equipment						
Control Panel Monitored	\$ 149.63	1	\$ 149.63	\$ 1,122.19		\$ -
Additional Panel (each)	\$ 74.81		\$ -	\$ 798.00		\$ -
Control Panel Unmonitored	\$ 149.63		\$ -	Test Only		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	\$ 149.63	1	\$ 149.63	\$ 543.64		\$ -
Control Panel Central Transmitter	Included					
Central Station Receiver	Included					
Annunciator LED type	\$ 49.88	1	\$ 49.88	\$ 81.80		\$ -
Annunciator graphical type	\$ 49.88		\$ -	\$ 74.81		\$ -
CPU graphical display	Included			Test Only		
Monitor modules	Included			\$ 9.98		\$ -
Control modules	\$ 2.99		\$ -	\$ 9.98		\$ -
Notification appliance module	Included			\$ 4.99		\$ -
NAC Power Extender (Includes Battery Testing)	\$ 49.88	3	\$ 149.63	\$ 199.50		\$ -
Batteries						
Battery testing - lead acid	\$ 24.94		\$ -	\$ 36.91		\$ -
Battery testing -gel cell	\$ 24.94		\$ -	\$ 36.91		\$ -
Battery testing - Ni-Cad	\$ 24.94		\$ -	\$ 36.91		\$ -
Battery charger	Included			Included		

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Emergency voice/alarm						
Emerg. Telephone	\$ 2.99		\$ -	\$ 28.93		\$ -
Phone Jacks	\$ 2.99		\$ -	\$ 9.98		\$ -
Call-in signal: off-hook indicator amplifier & tone generators	Included			Included		
	Included			Included		
<b>Initiating Devices (price per device)</b>						
Duct detector	\$ 34.91	10	\$ 349.13	\$ 35.91		\$ -
heat detector: restorable	\$ 9.98	1	\$ 9.98	\$ 8.98		\$ -
heat detector: non-restorable	\$ 9.98		\$ -	\$ 8.98		\$ -
smoke detector: photoelectric (Includes Cleaning)	\$ 12.97	4	\$ 51.87	\$ 16.96		\$ -
smoke detector: beam detection	\$ 12.97		\$ -	\$ 179.55		\$ -
smoke detector: ionization	\$ 9.98		\$ -	\$ 14.96		\$ -
smoke detector: laser	\$ 19.95		\$ -			\$ -
Fire Alarm Box, Manual, Uncoded	\$ 2.99		\$ -	\$ 8.98		\$ -
Fire Alarm Box, Manual, Coded	\$ 2.99		\$ -	\$ 29.93		\$ -
Sensitivity Test	\$ 19.95		\$ -	Test Only		\$ -
Flame Detector	\$ 19.95		\$ -	\$ 99.75		\$ -
Gas Detector	\$ 19.95		\$ -	\$ 29.93		\$ -
Elevator Shunt Trip Test	\$ 19.95		\$ -	Test Only		\$ -
<b>Supervisory Devices (price per device)</b>						
Fire Supervisory Signal, Emergency	\$ 5.99		\$ -	\$ 14.96		\$ -
Fire Supervisory Signal, Air Pressure	\$ 5.99		\$ -	\$ 14.96		\$ -
Fire Supervisory Signal, Fire Pump	\$ 5.99		\$ -	\$ 14.96		\$ -
Misc						
Water tank: low level	\$ 2.99		\$ -	\$ 14.96		\$ -
Water tank: high level	\$ 2.99		\$ -	\$ 14.96		\$ -
Water tank: temperature	\$ 2.99		\$ -	\$ 14.96		\$ -
<b>Alarm Notification Appliances (price)</b>						
Fire Alarm: Bell	\$ 2.99	1	\$ 2.99	\$ 9.98		\$ -
Speakers	\$ 2.99		\$ -	\$ 9.98		\$ -
Fire Alarm Visual Device	\$ 2.99	18	\$ 53.87	\$ 19.95		\$ -
Horns	\$ 2.99	42	\$ 125.69	\$ 17.96		\$ -
Chimes	\$ 2.99		\$ -	\$ 9.98		\$ -



LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total					Annual Full Maint.	Qty	Sub Total Annual Full Maint.					
<p>The below hourly charges are for Labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.</p>															
<p><b>Fire Alarm Technician (Software Based)</b></p>															
<p>Rates - NICET Level II Technician</p>															
<p>Additional Labor services, during normal working hours per hour</p>															
<p>Additional Labor services, outside normal working hours per hour</p>															
<p>Repair Services during normal hours per hour</p>															
<p>Repair services outside normal hours per hour</p>															
<table border="1" style="margin-left: 40px;"> <tr><td>Per Hour</td></tr> <tr><td>\$108.73</td></tr> <tr><td>\$163.09</td></tr> <tr><td>\$108.73</td></tr> <tr><td>\$163.09</td></tr> </table>											Per Hour	\$108.73	\$163.09	\$108.73	\$163.09
Per Hour															
\$108.73															
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<p><b>Fire Alarm Technician (Software Based)</b></p>															
<p>Rates - NICET Level III Technician</p>															
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Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed

Contractor: **SimplexGrinnell** (District #) **493** **SimplexGrinnell GSA Schedule**  
**Fire Alarm & Suppression Services : GS-06F-0054N**  
 Street: **1200 E Hackberry Ave Ste A** **New Products - Services - SIN 541-099**  
 City: **McAllen** **Modification FX04 / 12-05-2003**  
 State: **TX** **TXMAS - 5-03FAC010**  
 Phone # **956-681-5284**

State: **TX** **956-681-5284**  
 City: **RIO GRANDE VALLEY** **TX**  
 Facility Name: **Hidalgo County Adult Probation**  
 Address: **3100 S Bus HWY 281**  
 Zip Code: **78539**  
 Wage Rate: **\$ 13.50**  
 Health & Welfare: **\$ 1.16**  
 Total: **\$ 14.66**  
 Wage Rate Multiplier: **0.87**

Enter quantity of each of desired line items below the rose colored boxes  
 Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS- New Products & Services SIN 541-099	Annual Inspect & Report	City	Sub-total	Semi-Annual Inspect & Report	City	Sub-total	Inspection & Annual Full Maint.	City	Sub Total Annual full Maint.
Special Hazard / Gas Suppression Systems									
Clean Agent System Inspection	\$ 199.50	1	\$ 199.50	\$ 399.00		\$ -			
Clean Agent additional cylinder < 350 lbs	\$ 99.75		\$ -	\$ 199.50		\$ -			
Clean Agent additional cylinder > 350 lbs	\$ 149.63		\$ -	\$ 299.25		\$ -			
Clean Agent door (room integrity) fan test	\$ 99.75		\$ -						
Clean Agent hose reel service (each)	\$ 49.88		\$ -						
Clean Agent "puff test" per hazard	\$ 99.75		\$ -						
Clean Agent selector valve test	\$ 74.81		\$ -						
CO2 High Pressure / Inergen initial cylinder	\$ 199.50		\$ -	\$ 399.00		\$ -			
CO2 High Pressure / Inergen additional cylinder	\$ 24.94		\$ -	\$ 49.88		\$ -			
CO2 High Pressure hydrostatic testing and recharge system cylinders (up to 3)	\$ 448.88		\$ -						
CO2 High Pressure additional cylinder (includes rebuild kit)	\$ 149.63		\$ -						
CO2 Low Pressure refrigerator unit test initial bulk tank	\$ 498.75		\$ -	\$ 997.50		\$ -			
CO2 Low Pressure mini bulk	\$ 374.06		\$ -	\$ -		\$ -			
Industrial Dry Chem initial cylinder	\$ 149.63		\$ -	\$ 299.25		\$ -			
100 lbs or less	\$ 74.81		\$ -	\$ 149.63		\$ -			
Industrial Dry Chem additional cylinder	\$ 14.96		\$ -			\$ -			
100 lbs or less	\$ 0.75		\$ -			\$ -			
Industrial Dry Chem inspect or replace fusible link									
Additional skid unit per pound									
Foam Agent Fire Suppression Systems									
Foam proportioning unit hydromatic valve	\$ 149.63		\$ -			\$ -	\$ 770.57		\$ -
Foam lab analysis	\$ 199.50		\$ -			\$ -			\$ -
Foam concentrate test	\$ 448.88		\$ -			\$ -			\$ -
Foam monitor	\$ 149.63		\$ -			\$ -			\$ -
Foam pump	\$ 448.88		\$ -			\$ -			\$ -
Foam strainer	\$ 149.63		\$ -			\$ -			\$ -

LINE ITEMS- New Products & Services SIN 541-099	Annual Inspect & Report	City	Sub-total	Semi-Annual Inspect & Report	City	Sub-total	Inspection & Annual Full Maint.	City	Sub Total Annual full Maint.
<b>Kitchen Fire Suppression Systems</b>									
Kitchen Suppression System inspection (includes up to 3 fusible links)	\$ 89.78		\$ -	\$ 179.55		\$ -			
Additional cylinders	\$ 29.93		\$ -	\$ 59.85		\$ -			
Additional fusible links (ea)	\$ 5.99		\$ -						
Additional systems (within specified facility; includes up to 3 links each)	\$ 49.88		\$ -	\$ 99.75		\$ -			
<b>Portable Fire Extinguishers</b>									
Annual inspection & tag (ea)	\$ 2.99		\$ -				\$ 11.97		\$ -
Additional tear down fee (CA or NV) ea.	\$ 8.48		\$ -						
Inspection service maint. NYC additional	\$ 4.99		\$ -						
Recharge protection fee (additional)	\$ 2.99		\$ -				\$ 2.99		\$ -
Inspection service maint. Wheeled unit	\$ 74.81		\$ -						
Inspection: Clean Agent, Halotron, Halon	\$ 17.96		\$ -						
Inspection: CO2, K & D Class, Foam	\$ 7.98		\$ -						
<b>Fire Hose Inspection</b>									
Fire Hose Inspection and rerack (ea)	\$ 14.96		\$ -						
Fire Hose Hydrostatic test & rerack	\$ 24.94		\$ -						
<b>Self-Contained Breathing Apparatus</b>									
SCBA Inspection (ea)	\$ 37.41		\$ -						
SCBA Inspection Post-check test (ea)	\$ 64.84		\$ -						
SCBA Hydrostatic test (ea)	\$ 34.91		\$ -						
<b>Emergency Lighting</b>									
Emergency Light Inspection	\$ 9.98		\$ -				\$ 34.91		\$ -
Emergency Exit Sign with Battery Pack	\$ 9.98		\$ -				\$ 34.91		\$ -
AC only Exit Sign	\$ 4.99		\$ -				\$ 19.95		\$ -
<b>Intrusion System Inspection</b>									
Control Panel	\$ 149.63		\$ -				\$ 503.24		\$ -
Key Pad	\$ 9.98		\$ -				\$ 30.07		\$ -
Door Contacts	\$ 9.98		\$ -				\$ 19.95		\$ -
Glass Break	\$ 9.98		\$ -				\$ 27.23		\$ -
Motion Detector	\$ 9.98		\$ -				\$ 41.60		\$ -
Siren	\$ 9.98		\$ -				\$ 23.94		\$ -
Hold-up button	\$ 9.98		\$ -				\$ 9.98		\$ -
<b>Access Control Maintenance</b>									
Issure Pro	\$ 399.00		\$ -				\$ 1,089.27		\$ -
File Server	\$ 399.00		\$ -				\$ 1,635.90		\$ -
Workstation	\$ 399.00		\$ -				\$ 1,253.86		\$ -
Card Reader	\$ 4.99		\$ -				\$ 36.66		\$ -
Magnetic Lock	\$ 4.99		\$ -				\$ 64.09		\$ -
Electric Door Strike	\$ 4.99		\$ -				\$ 39.40		\$ -
Terminal Controller (each)	\$ 9.98		\$ -				\$ 126.18		\$ -
Request to Exit Sensor	\$ 4.99		\$ -				\$ 25.69		\$ -
Exit Button	\$ 4.99		\$ -				\$ 17.46		\$ -

LINE ITEMS- New Products & Services SIN 541-099	Annual inspect & Report	City	Sub-total	Semi-Annual inspect & Report	City	Sub-total	Inspection & Annual Full Maint.	City	Sub Total Annual full Maint.
<b>Closed Circuit Television (CCTV)</b>									
Maintenance									
Multiplexer	\$ 149.63		\$ -				\$ 605.98		\$ -
Color Camera (Indoor)	\$ 19.95		\$ -				\$ 80.80		\$ -
Color Camera (Outdoor)	\$ 19.95		\$ -				\$ 102.74		\$ -
Black & White Camera	\$ 19.95		\$ -				\$ 69.83		\$ -
20" Color Monitor	\$ 9.98		\$ -				\$ 76.80		\$ -
Monitor (Black & White)	\$ 9.98		\$ -				\$ 45.89		\$ -
Switcher	\$ 9.98		\$ -				\$ 73.32		\$ -
VCR - Cleaning, Annual Rebuild	\$ 19.95		\$ -				\$ 201.50		\$ -
Lenses Cleaning / Focus	\$ 24.94		\$ -						
Pan / Tilt	\$ 149.63		\$ -				\$ 213.22		\$ -
Controller	\$ 19.95		\$ -				\$ 201.50		\$ -
Key Board	\$ 2.98		\$ -				\$ 21.95		\$ -
<b>Sound &amp; Communication System</b>									
Maintenance									
Intercom System	\$ 19.95		\$ -						
Program Monitor Panel	\$ 18.95		\$ -				\$ 201.50		\$ -
Administration Phone	\$ 2.98		\$ -				\$ 35.16		\$ -
Desk Phone	\$ 2.98		\$ -				\$ 16.51		\$ -
Loud Speaker	\$ 2.98		\$ -				\$ 19.25		\$ -
Loud Speaker Amplifier	\$ 2.98		\$ -				\$ 32.97		\$ -
Paging Horn	\$ 2.98		\$ -				\$ 21.99		\$ -
5195 Telephone PBX	\$ 149.63		\$ -				\$ 1,044.88		\$ -
Console	\$ 19.95		\$ -				\$ 234.41		\$ -
LCD Phone	\$ 2.98		\$ -				\$ 54.91		\$ -
T-1 Interface	\$ 2.98		\$ -				\$ 356.66		\$ -
<b>Nurse Call System Inspection</b>									
Master Station	\$ 149.63		\$ -				\$ 408.48		\$ -
Central Processing Unit	\$ 19.95		\$ -				\$ 804.98		\$ -
Monitor	\$ 4.89		\$ -				\$ 61.89		\$ -
Bath Switch	\$ 4.99		\$ -				\$ 16.36		\$ -
Dome Light	\$ 4.99		\$ -				\$ 11.20		\$ -
Bed Patient Stations	\$ 4.99		\$ -				\$ 75.06		\$ -
Call Cords	\$ 5.00		\$ -				\$ 14.16		\$ -
<b>OPEN MARKET</b>									



LINE ITEMS- New Products & Services SIN 541-099	Annual Inspect & Report	Sub-total	Semi-Annual Inspect & Report	Sub-total	Inspection & Annual Full Maint.	Sub Total Annual full Maint.
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The below hourly charges are for Labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.

**Fire Alarm Technician: Conventional (Non-Software Based Systems)**

Rates - NICET Level II & III Technician	Per Hour
Additional Labor services, during normal working hours per hour	\$89.78
Additional Labor services, outside normal working hours per hour	\$134.66
Repair Services during normal hours per hour	\$89.78
Repair services outside normal hours per hour	\$134.66

**Fire Alarm Technician: Addressable (Software Based Systems)**

Rates - NICET Level II & III Technician	Per Hour
Additional Labor services, during normal working hours per hour	\$108.73
Additional Labor services, outside normal working hours per hour	\$163.09
Repair Services during normal hours per hour	\$108.73
Repair services outside normal hours per hour	\$163.09

**Sprinkler Technician**

Additional Labor services, during normal working hours per hour	Per Hour
Additional Labor services, outside normal working hours per hour	\$94.91
Repair Services during normal hours per hour	\$142.37
Repair services outside normal hours per hour	\$94.91
	\$142.37

**G. WIC**

- 1. **Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications and/ or terms and conditions as attached hereto for "Hidalgo County WIC Program-Lease of Office Space in Las MilpasWIC Clinic" (Bid No. 2008-199-09-17-SMA)**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**H. Colonia Access Program Pct. I**

- 1. **Presentation for discussion, consideration, and approval of final negotiated contract #C-CAP-08-014 for Professional Engineering Services with TEDSI Infrastructure Group, Inc. in connection with BCAP Round II projects.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**I. Colonia Access Program Pct. 2**

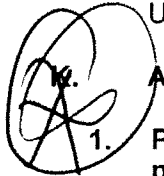
- 1. **Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of \$41,151.98) with R. Gutierrez Engineering Corporation to provide engineer services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Round II Projects. C-CAP-08-015-05-06**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**J. Colonia Access Program Pct. 3**

- 1. **Presentation for consideration, discussion acceptance and approval of Application for Payment No. 1 in the amount of \$63,138.90 from Asago, L.L.C. dba, Asago Construction contracted vendor for El Sol #1 and El Sol #2 Subdivision submitted by project engineer Javier Hinojosa Engineering. CCAP-08-02 1-07-01**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.



**K. Adult Probation**

- 1. **Presentation for discussion, consideration, and approval of documentation of proposal received from awarded vendor "SimplexGrinnell LP" through Hidalgo County's membership/participation through "TXMAS Contract-5-O3FAC010" in the amount of \$2,265.68, for the annual inspection on fire and sprinkler alarms (to include semi-annual and quarterly testing) for Hidalgo County Community Supervision And Corrections Department, aka Adult Probation.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-11385

34.Y.1.

**SIMPLEXGRINNEL (Annual Inspection-Fire Alarm & Sprinkler Suppression Systems)**

**CC REGULAR**

**Date:** 09/30/2008

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Joe Lopez

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Adult Probation

**Information**

**CAPTION**

Presentation for discussion, consideration, and approval of documentation of proposal received from awarded vendor "SimplexGrinnell LP" through Hidalgo County's membership/participation through "TXMAS Contract-5-03FAC010" in the amount of \$2,265.68, for the annual inspection on fire and sprinkler alarms (to include semi-annual and quarterly testing) for Hidalgo County Community Supervision And Corrections Department, aka Adult Probation.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2208

**ACCT. #:** 8-1100-419-40-220-001-0-431

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

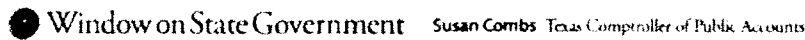
**Attachments**

Link:

**SIMPLEXGRINNELL'S  
PROPOSAL FOR ADULT  
PROBATION**

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/24/2008 04:20 PM	CREATED
1	Purchasing Department	Marty Salazar	09/25/2008 12:57 PM	APRV
2	Budget & Management	Dina Trevino	09/25/2008 03:04 PM	APRV
3	Ivan Cantu			PEND
4	Auditor's Office			
5	Court Administrator			
Form Started By: Vangie Garcia		Started On: 09/24/2008 04:20 PM		



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ( $\$50,000 * .75\% = \$375$ ) will be paid to the State of Texas by the TXMAS contractor.



**SIMPLEXGRINNELL, LP**  
 ✱ Contract **TXMAS-5-03FAC010** ✱

On-Line Catalog/Order Processing

**FACILITIES MAINTENANCE AND MANAGEMENT**

Corporate Office:  
 SIMPLEXGRINNELL, LP  
 100 SIMPLEX WAY  
 WESTMINSTER MA 01441  
 USA

Send PO to:  
 SIMPLEXGRINNELL, LP  
 ATTN: SHERRY KINNIBROUGH  
 1608 ROYSTON LANE, BLDG. 1  
 ROUND ROCK TX 78664  
 USA  
 Vendor ID: 15826088617

Invoice From:  
 SIMPLEXGRINNELL, LP  
 1608 ROYSTON LANE, BLDG. 1  
 ROUND ROCK TX 78665  
 USA  
 Vendor ID:

Delivery: VARIES/SEE CONTRACT

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: SIMPLEXGRINNELL, LP  
 DETP CH 10320  
 PALATINE IL 60055-0320  
 USA  
 Vendor ID:

Vendor ID: 15826088617

Business Type: Large

DUNS #: 094738007

Effective: 12/6/2004

✱ Expires: 6/26/2013 ✱

**CONTACT:** ANNETTE THOMPSON  
 Phone 512-634-1800  
[ATHOMPSON@SIMPLEXGRINNELL.COM](mailto:ATHOMPSON@SIMPLEXGRINNELL.COM)

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Dealer Name	City	State	Authorized Dealers		Contact Info
			Contract Number	Hub	
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-1</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-2</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-3</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-4</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>
SIMPLEX GRINNELL, LP	PALATINE	IL	<a href="#">TXMAS-5-03FAC010-5</a>	No	ANNETTE THOMPSON 512-634-1806 <a href="mailto:ATHOMPSON@SIMPLEXGRINNELL.COM">ATHOMPSON@SIMPLEXGRINNELL.COM</a>

SIMPLEX GRINNELL, LP PALATINE IL TXMAS-5-03FAC010-6 No

ANNETTE THOMPSON

512-634-1806

[ATHOMPSON@SIMPLEXGRINNELL.COM](mailto:ATHOMPSON@SIMPLEXGRINNELL.COM)

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/6/2004 through 6/26/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0054N.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: N/A

Maximum Order: \$750,000

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** Fire Alarm systems sprinklers fire pump backflow special hazard gas and foam systems kitchen hoods portable extinguishers fire hoses self-contained breathing apparatus SBCA e-lights central monitoring station remote monitoring station access control CCTV Sound and communications nurse call systems repair maintenance inspections preventative services replacement parts inventory 24/7 test life safety property manufacturers acceptance testing system certification diagnostic troubleshooting integration code compliance operator training SPS Security Professional Services first aid kits safety equipment Suppression Security SimplexGrinnell Simplex Grinnell Simplex Time Recorder fire alarm strobe horn strobe chime bell alarm smoke detector heat detector beam detector duct smoke detector pull station knox box stopper stopper II iam supervised IDNET iam relay IDNET ZAM Class B monitor fiber transfer Class A Class B Style 6 Style 4 Style Y Style Z Security monitor heat sensor smoke sensor electronics analog duct sensor housing 4-wire 2-wire multi-sensor sampling tube 2 bay door remote test station remote alarm indicator speaker 25V 70 VRMS true alert MAPNET II addressable module MAPNET isolator module remote power supply tamper switch waterflow switch 4100U 4100 plus 4100+ Classic 4010 4005 4006 4008 4004 100 watt amplifier flex 50 amplifier flex 35 amplifier microphone enclosure fireman phone fireman hat elevator recall shunt trip high-rise evacuation single channel audio control standard message set custom labeled walktest 24 graphic I/O Style 7 distribution termination module smoke management application guide RS 232 interface card TrueAlert 12V 24V miniplex transponder fire alarm panel control panel version 8 software version 9 software master controller non-power limited option audio programming software strap underground toggle switch nipple drop concrete nut duct tape gast compressor tank base studs heavy loads HEX 3/8 inch 1/2 5/8 7/8 3/4 1.5 plate fender washer round standard lockwasher circle lag 2.5 hot seal o-ring skirt canopy hose valve wrench hydrant lock breakable complete tee elbow in unit chrome strainer brass bushing tubing sq square reducer uniflange flange grooved floor ceiling rigid clamp t-tap cross cap import gasket lube ductile concentric straight weld welding neck slip blind on vlv 300 lbs 300 pounds wafer butterfly bfly white ring outlet snap let clevis beam brace sway black bk release kwik extender support plastic split heavy gauge toloco thread no-thread attach insert rod dip gallon junction korns pack oil cutting anti-freeze sealant Teflon tape al-box measuring angle Aquarius Frequency Silent Knight Notifier EST Edwards Signaling Technology Siemens Pyrotronics FireFinder AutoCall TFX Gamewell StarCall Wheelock DX-100 VRT VLS VPS VHX VSW E700 VP VSP DV DX paging intercom Public Address system PSRAM SAFEPATH SAE solar training warranty service labor contractor construction watt required coaxial PICT JPEG EPS RAS PVC exit switches flash door control elevator control alarm inputs outputs tamper switch battery backup beige cabinet transient protection LAN WAN NIC UL map circuit readers push bar door holder rack-mount LED pluggable coils mag lock detector motion prox call-up surveillance PTZ ptz fixed parapet pendant smartcard Pelco Intellium Intellex Intelli-M Sony DSC Sensormatic Kouba Dynalock Indala HID Securitron Sentrol IPIX Intergral Andover Continuum NT 3400 Cassi Rusco DSX Siemens Amag fire, sprinkler, security, cctv, access control, suppression, extinguishers, disaster relief (is this correct), fire alarm, nursecall, monitoring, Public Address system, mass notification, special hazards, emergency light inspection

**Contact Us**

If you have any suggestions on how to improve TXMAS or this web site, please send an email to [txmas@cpa.state.tx.us](mailto:txmas@cpa.state.tx.us) or call 512-463-8839 or 512-463-3421.

Texas Online Statewide Search from the Texas State Library State Link Policy Texas Homeland Security

**Susan Combs**, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)  
[Privacy and Security Policy](#) [Accessibility Policy](#) [Link Policy](#) [Public Information Act](#) [Compact with Texans](#)

SimplexGrinnell LP  
1200 E. Hackberry Ave Suite A  
McAllen, TX 78503

Phone (956) 618-5284  
Fax (956) 686-9045

[www.simplexgrinnell.com](http://www.simplexgrinnell.com)

June 19, 2008

Hidalgo County Buildings and Grounds  
2803 S. Bus. 281  
Edinburg, Texas 78539

Mr. Garza,

The following proposal between SimplexGrinnell and The Hidalgo County Buildings and Grounds has been priced using the following TXMAS Contract number: TXMAS-5-03FAC010, pricing is effective February 1, 2008 through January 31, 2012. Upon annual anniversary date, a new PO will be issued for years 2-5 on an annual basis. Hidalgo County Buildings and Grounds reserve the right to cancel the agreement, after the first year, with a written 30 day notice.

The agreement includes annual monitoring of buildings:

1. Adult probation - 3100 S. Bu7s. 281, Edinburg - Fire alarm
2. Elsa multi-center - 708 E. Edinburg, Elsa - Fire alarm
3. Hidalgo County Courthouse - 100 S. Closner, Edinburg - Fire alarm
4. Hidalgo County Warehouse, San Carlos - E. 107 and 6<sup>th</sup> St., San Carlos - Burglar alarm
5. Juvenile Justice Center - 1001 N. Doolittle, Edinburg - Fire alarm
6. Mansion - 2401 N. Moorefield, Mission - Burglar alarm
7. Mission Health WIC - 211 S. Schuebach, Mission - Fire and Security alarm
8. New Admin. Building - 2803 S. Bus. 281, Edinburg - Fire Alarm
9. Old Admin. Building - 100 E. Cano, Edinburg - Fire alarm
10. Pet.1 multi-center - 1902 Joe Stephens, Weslaco - Fire Alarm
11. Pet.2 multi-center - (South Tower Rd.) Fire Alarm
12. Pet.3 multi-center - 722,724, and 730 Breyfogle, Palmview - Fire Alarm
13. CRC San Carlos - 230 N. 86<sup>th</sup> St., San Carlos - Fire Alarm
14. San Juan multi-center - 509 E. Earling, San Juan - Fire Alarm

This proposal is for the monitoring of fully functional equipment. Any additional equipment or repairs required are not part of this proposal.

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Please post the following TXMAS Contract number: **TXMAS-5-03FAC010** for reference on all correspondence to include purchase orders.

Hourly bill rates outside the contract is as follows: (TXMAS rates)

25% off list price for all parts

Fire Alarm-Conventional  
straight time \$89.77 per hour  
overtime \$134.66 per hour

Fire Alarm-Addressable  
straight time \$108.73 per hour  
overtime \$163.09 per hour

Sprinkler  
straight time \$94.91 per hour  
overtime \$142.37 per hour

Suppression  
straight time \$89.78 per hour  
overtime \$134.66 per hour

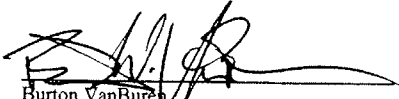
Annual price breakdown: See attached spreadsheet for detail

Sept 1, 2008- August 31, 2009

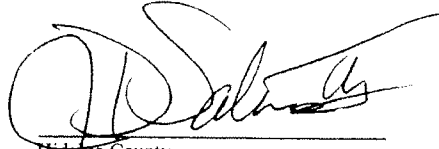
Monitoring - \$5,071.25

Total \$5,071.25

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Burton VanBuren  
Sales Representative, SimplexGrinnell



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Hidago County

**SUBSCRIBER'S NAME:**

The Subscriber's legal name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

**MONITORING ACCOUNT #**

The account number (location address code) given to you by the Monitoring Center.

**UL ACCOUNT:**

Is the fire or burglar alarm listed with Underwriters Laboratories?

**ADDRESS:**

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

**CITY:**

City, Township, etc. where the Subscriber is located.

**STATE:**

State in which Subscriber is located.

**ZIP:**

Zip code in which Subscriber is located.

**CUSTOMER NUMBER/SEQUENCE:**

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

**PREMISE PHONE #**

Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

**PREMISE FAX #**

Subscriber's fax number, if appropriate.

**CROSS STREET:**

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

**TOWNSHIP:**

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

**MAILING ADDRESS:**

Subscriber's mailing address if it is different from the premise address.

**ACCOUNT TYPE:**

Fire  Burglary  Medical  Elevator  National Account  
 Critical Condition

**CONTACT / CALL LIST (RESPONSIBLE PARTIES):**

Premises # will be called prior to contact list.

**NAME:**

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

**PHONE #**

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

**PASS CODE / ABORT CODE (10 CHARACTER LIMIT):**

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code. Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

**LOCAL EMERGENCY DISPATCH NUMBERS:**

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

**COMMUNICATOR:**

Manufacturer's name and type of dialer (DACT) used.

**MODEL #**

Model number of dialer (DACT) used.

**INTRUSION PANEL MODEL #**

Example: 3001, 3007, etc.

**FORMAT REPORTING:**

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

**TIME ZONE:**

EST, CST, MST, PST

**AUTOMATIC TEST TIMER INTERVAL:**

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or none.

**ACTIVITY REPORTS:**

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

**NUMBER OF PARTITIONS:**

A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

**CODE TRANSMITTED:**

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

**PROTECTED AREA:**

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

**AUD / SIL:**

Check appropriate box.  
AUD=Audible Alarm; SIL=Silent Alarm

**TERMS OF THIS AGREEMENT:**

Terms of customer payment.

**METHOD OF CUSTOMER PAYMENT:**

Credit card information.

**SPECIAL INSTRUCTIONS (IF REQUIRED):**

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

**OPENING AND CLOSING SIGNALS:**

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

**OPEN / CLOSE – LOG ONLY:**

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

**OPEN / CLOSE – SUPERVISED:**

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

**WINDOW:**

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

**DISPATCH PERMIT #**

Required by some authorities prior to dispatch.

**STATE LICENSE #**

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

**DISTRICT #**

This would normally be the district office listing number.

**COMPLETED BY:**

Name of person completing form.

**DATE:**

Date form was completed and signed.

**MAINTENANCE AGREEMENT COVERAGE CODE:**

Insert technical support response code for contract response services.

**ANNUAL MONITORING FEE:**

Write in the dollar amount to be billed to the customer on an annual basis.

**SUBSCRIBER/AUTHORIZED SIGNATURE:**

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

U.L. Acct

Subscriber's Name: Hidalgo County Buildings and Grounds  
 Address: 2812 South Business 281  
 State: TX Zip: 78539 Customer No./Sequence:  
 Premise Phone #: (956) (956) 239-1947 Fax #: (956) 292-7612 Cross Street: Canton Road  
 Township: Edinburg Mailing Address: Same  
 Account Type:  Fire  Burglary  Medical  Elevator  National Account  Critical Condition

Monitoring Account #  
 City: Edinburg

**CONTACT/CALL LIST, Responsible Parties : Premises # will be called prior to contact list.**

Name	Phone #	Pass/Abort Code (10 character limit)
Daniel Fiorres	(956) 239-1947	

**LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR)**

Fire Dept (Local)	(956) 383-7691	Paramedics (Local)	( )
Police Dept (Local)	(956) 381-9825	Other	( )

Communicator (dialer) type: Varied Model #: Intrusion Panel Model #:  
 Format Reporting:  3 x 1  3 x 1 EXT  4 x 2  BFSK  Contact ID  Per Point  
 Time Zone: Central Standard Automatic Test Timer Interval (Daily, Weekly, Monthly or None):  
 This account to receive periodic activity reports on the following basis:  Weekly Reports  Monthly Reports

**Alarm System Dialer Programming/Set-up Information:**

Code Transmitted	Protected Areas	AUD	SIL	Alarm Type

**TERMS OF THIS AGREEMENT ARE**

Time and Material  Price Not to Exceed \$  Fixed Price of \$ 5,071.25  
 Deposit \$ Balance Due \$  AMEX  MC/VISA  Discover  
 Card Holder: Credit Card # Expiration Date

**Special Instructions (if required):**

This account will be programmed to send opening and closing signals (security alarm systems only)  Yes  No  
 Type of Open / Close Monitoring to be provided:  Open / Close Log Only Monitoring  Supervised Open / Close Monitoring

**Daily schedule for supervised open/close monitoring:**

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time							
Closing Time							
Window*							

Holidays Closed.

\* All supervised accounts will be assigned a 60 minute time window for scheduled openings and closings. If subscriber requests a longer or shorter time window, please specify

-----SHADED AREA TO BE FILLED OUT BY SIMPLEXGRINNELL-----

Dispatch Permit #:

State License #:

District #:

Completed by:

Date:

Maintenance Agreement Coverage Code:

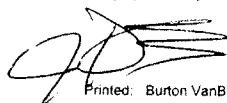
Term of Agreement: The initial term of this Agreement shall be for a period of 1 year(s) beginning on the Date of Agreement and shall self-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least thirty (30) days prior to the expiration of a term. It is agreed that SimplexGrinnell shall not be responsible to provide Monitoring Services under this Agreement unless and until the communication link between Subscriber's premises and SimplexGrinnell's Monitoring Center has been tested.

**IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS:** The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit SimplexGrinnell's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee \$ 5,071.25

Subscriber/Authorized Signature

Printed:

  
 Printed: Burton VanBuren

SimplexGrinnell Representative Signature



Date: 30/1/05

**TERMS AND CONDITIONS**

1. Introduction Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
2. SimplexGrinnell's Duties Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to telephone lines, cellular devices, satellite technology and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
3. Waiver of Warranty, Exculpatory Clause Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS THAT SIMPLEXGRINNELL IS NOT AN INSURER THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE. THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER, THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATA BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
4. Third Party Indemnification Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.
5. Limitation of Liability, Liquidated Damages SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT, (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL, SERVICE OR OTHERS SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING, (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE, OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.
6. Subscriber's Duties In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate data handling capabilities and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Subscriber's system to accurately handle, process, or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used including, but not limited to space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises.
  - (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.
7. Authorized Personnel & Emergency Information Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.
8. Assignees and/or Subcontractors of SimplexGrinnell SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of, and be applicable to any assignees and/or subcontractors of SimplexGrinnell and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
9. Assignment by Subscriber Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
10. Taxes, Fees, Fines, Licenses and Permits (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges. If any SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the services provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
11. Increase in Service Charges SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
12. Delay or Interruptions SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, interruptions, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to data handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or its agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
13. Outside Charges Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel and if there are any charges incurred as a result of said notification or dispatch, such charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
14. Default/Termination In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber without terminating this Agreement; and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
15. One Year Limitation on Actions It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.
16. Waiver of Subrogation Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
17. Entire Agreement, Modification, Waiver This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
18. Choice of Law, Venue The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action instituted as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Note: Prices reflect work performed using Dallas wage rates. Prices of other locations are automatically adjusted based on the prevailing wage rate in the area where work is performed.

Contractor: SimplexGrinnell (District #) 493  
 Fire Alarm & Suppression Services : GS-06F-0054N  
 Street: 1200 E Hackberry Ave Ste A  
 City: McAllen  
 State: TX  
 Phone #: 956-681-5284  
 Fire Alarm Services - SIN 561-001  
 Modification FX04 / 12-05-2003

State: TX  
 City: RIO GRANDE VALLEY  
 Facility Name: Hidalgo County Buildings and Grounds  
 Address: 2812 S. Business 261  
 Zip Code: 77359  
 Wage Rate: \$ 13.50  
 Health & Welfare: \$ 1.18  
 Total: \$ 14.68  
 Wage Rate Multiplier: 0.87

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Control Equipment						
Control Panel Monitored	\$ 149.63		\$ -	\$ 1,122.19		\$ -
Additional Panel (each)	\$ 74.81		\$ -	\$ 798.00		\$ -
Control Panel Unmonitored	\$ 149.63		\$ -	Test Only		\$ -
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	\$ 149.63		\$ -	\$ 543.64		\$ -
Control Panel Central Transmitter	Included					
Central Station Receiver	Included					
Annunciator LED type	\$ 49.88		\$ -	\$ 81.80		\$ -
CPU graphical display	Included			\$ 74.81		\$ -
Monitor modules	Included			Test Only		\$ -
Notification appliance module	\$ 2.99		\$ -	\$ 9.98		\$ -
NAC Power Extender (includes Battery Testing)	Included			\$ 4.99		\$ -
Batteries	\$ 49.88		\$ -	\$ 199.50		\$ -
Battery testing - lead acid	\$ 24.94		\$ -	\$ 36.91		\$ -
Battery testing - gel cell	\$ 24.94		\$ -	\$ 36.91		\$ -
Battery testing - Ni-Cad	\$ 24.94		\$ -	\$ 36.91		\$ -
Battery charger	Included			Included		

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total	Annual Full Maint.	Qty	Sub Total Annual Full Maint.
Emergency voice/alarm						
Emerg. Telephone	\$ 2.99	\$	-	\$ 28.93	\$	-
Phone jacks	\$ 2.99	\$	-	\$ 9.96	\$	-
Call-in signal, off-hook indicator	Included			Included		
amplifier & tone generators	Included			Included		
Initiating Devices (price per device)						
Duct detector	\$ 34.91	\$	-	\$ 35.91	\$	-
heat detector: restorable	\$ 9.98	\$	-	\$ 8.98	\$	-
heat detector: non-restorable	\$ 9.98	\$	-	\$ 8.98	\$	-
smoke detector: photoelectric (includes Cleaning)	\$ 12.97	\$	-	\$ 16.96	\$	-
smoke detector: beam detection	\$ 12.97	\$	-	\$ 179.55	\$	-
smoke detector: ionization	\$ 9.98	\$	-	\$ 14.96	\$	-
smoke detector: laser	\$ 19.95	\$	-	\$ 8.98	\$	-
Fire Alarm Box, Manual, Uncoded	\$ 2.99	\$	-	\$ 29.93	\$	-
Fire Alarm Box, Manual, Coded	\$ 2.99	\$	-	Test Only		
Sensitivity Test	\$ 19.95	\$	-	\$ 99.75	\$	-
Flame Detector	\$ 19.95	\$	-	\$ 29.93	\$	-
Gas Detector	\$ 19.95	\$	-	Test Only		
Elevator Shunt Trip Test	\$ 19.95	\$	-			
Supervisory Devices (price per device)						
Fire Supervisory Signal, Emergency	\$ 5.99	\$	-	\$ 14.96	\$	-
Fire Supervisory Signal, Air Pressure	\$ 5.99	\$	-	\$ 14.96	\$	-
Fire Supervisory Signal, Fire Pump	\$ 5.99	\$	-	\$ 14.96	\$	-
Misc						
Water tank, low level	\$ 2.99	\$	-	\$ 14.96	\$	-
Water tank, high level	\$ 2.99	\$	-	\$ 14.96	\$	-
Water tank, temperature	\$ 2.99	\$	-	\$ 14.96	\$	-
Alarm Notification Appliances (price per device)						
Fire Alarm, Bell	\$ 2.99	\$	-	\$ 9.98	\$	-
Speakers	\$ 2.99	\$	-	\$ 9.98	\$	-
Fire Alarm Visual Device	\$ 2.99	\$	-	\$ 19.95	\$	-
Horns	\$ 2.99	\$	-	\$ 17.96	\$	-
Bells	\$ 2.99	\$	-	\$ 9.98	\$	-



LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	Initial Test, Inspect, & Report	Qty	Sub-total						Annual Full Maint.	Qty	Sub Total Annual Full Maint.
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The below hourly charges are for Labor only. All rates listed are to be given 5% discount, then multiplied by the Wage Rate multiplier.

**Fire Alarm Technician (Software Based)**

Rates - NICET Level II Technician  
 Additional Labor services, during normal working hours per hour  
 Additional Labor services, outside normal working hours per hour  
 Repair Services during normal hours per hour  
 Repair Services outside normal hours per hour

Per Hour	\$108.73
	\$163.09
	\$108.73
	\$163.09

**Fire Alarm Technician (Software Based)**

Rates - NICET Level III Technician  
 Additional Labor services, during normal working hours per hour  
 Additional Labor services, outside normal working hours per hour  
 Repair Services during normal hours per hour  
 Repair Services outside normal hours per hour

Per Hour	\$108.73
	\$163.09
	\$108.73
	\$163.09

**F. Health & Human Services Dept.**

1. Requesting authority for Hidalgo County to purchase "Educational Promotion Items" through the County's membership/participation with TASB Buyboard's awarded vendor Visual Promotions LLC (266-07) for the Health and Human Services requisitions # 136974, 137015 and 136999 in the total amount of \$34,010.69, which includes imprint and delivery fees.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**G. Buildings & Grounds**

1. Presentation for discussion, acceptance and approval of a proposal from Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the county's participation/membership with (TCPN) The Cooperative Purchasing Network contract #R4812 for the provision of labor and materials but not limited to any other accessories as may be needed for roof repairs to Buildings and Grounds Department with authority to issue a purchase order for same under project in an amount not to exceed as follows:
  - A. Requisition #136590
    1. North Side above women's restroom at Grand Jury and Probate Court. Rate of: \$637.44/day x 2 days = \$1,274.88
    2. North side above 92nd District Court Office. Rate of: \$637.44/day x 2 days = \$1,274.88
  - B. Requisition # 136591
    1. Atrium East Side Entry. Rate of: \$637.44/day x 4 days = \$2,549.76
    2. 5th floor Single-ply Roofing. Rate of: \$637.44/day x 6 days = \$3,824.64

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items A#1 & 2 & B#1 & 2.

2. Presentation for discussion, consideration and approval of proposal(s) received from "Simplex Grinnell LP through our membership/participation with awarded vendor through TXMAS Contract #5-O3FAC010", in the amount of \$5,071.25 for monitoring of fully functional Fire Alarm & Sprinkler equipment/systems for county owned buildings as described herein (Independent Charges will apply to units that require services as per TXMAS rates):
  - A. Adult probation - 3100 S. Bus. 281, Edinburg - Fire alarm
  - B. Elsa multi-center - 708 E. Edinburg, Elsa - Fire alarm
  - C. Hidalgo County Courthouse - 100 S. Closner, Edinburg - Fire alarm
  - D. Hidalgo County Warehouse, San Carlos - F 107 and 6th St., San Carlos - Burglar alarm
  - E. Juvenile Justice Center - 1001 N. Doolittle, Edinburg - Fire alarm
  - F. Mansion - 2401 N. Moorefield, Mission - Burglar alarm
  - G. Mission Health/WIG - 211 S. Schuebach, Mission - Fire and Security alarm
  - H. New Admin. Building - 2803 S. Bus. 281, Edinburg - Fire Alarm
  - I. Old Admin. Building - 100 E. Cano, Edinburg - Fire alarm
  - J. Pct.1 multi-center - 1902 Joe Stephens, Weslaco - Fire Alarm
  - K. Pct.2 multi-center - (South Tower Rd.) Fire Alarm

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
9-1100-419-40-220-001-0-431 GEN GOVT BLDG-BLDG&OTHR STRUC R&M SRV	513,000.00	292,085.01	121,807.94	121,807.94	99,107.05	80.68
9-1100-423-32-330-001-0-431 JUV DET HM-BLDG&OTHR STRUC R&M SRV	20,000.00	4,849.78	2,111.99	2,111.99	13,038.23	34.81
<b>1100 GENERAL FUND</b>	<b>533,000.00</b>	<b>296,934.79</b>	<b>123,919.93</b>	<b>123,919.93</b>	<b>112,145.28</b>	<b>78.96</b>
<b>1297 ADULT PROBATION</b>						
9-1297-423-00-320-005-9-431 RESTITUTION CTR-BLDG&OTHR STRUC R&M SRV	12,667.77	300.00	213.75	213.75	12,154.02	4.06
9-1297-423-00-320-008-9-431 COMM CORR-BLDG&OTHR STRUC R&M SRV	20,000.00	.00	.00	.00	20,000.00	.00
9-1297-423-00-320-020-9-431 SATF-BLDG&OTHR STRUC R&M SRV	20,593.10	3,589.51	1,522.50	1,522.50	15,481.09	24.82
<b>1297 ADULT PROBATION</b>	<b>53,260.87</b>	<b>3,889.51</b>	<b>1,736.25</b>	<b>1,736.25</b>	<b>47,635.11</b>	<b>10.56</b>
<b>9 YEAR</b>	<b>586,260.87</b>	<b>300,824.30</b>	<b>125,656.18</b>	<b>125,656.18</b>	<b>159,780.39</b>	<b>72.75</b>

**Purchase of seven (7) 30 Yard Containers for Precinct 4 Collection Sites  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Eric Trevino, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to purchase seven (7) - thirty (30) yard containers through Hidalgo County's participation/membership with HGAC's awarded vendor, B & C Body Co., Dallas, Tx - Contract No. #RC08-08 in the total amount of \$37,688.00 (which includes membership and delivery fees) for Precinct #4 Collection Site(s) - Procurement No. 2009-307ERT.

BACKGROUND

Price per Container \$5,384.00. Est. Delivery 4 to 5 Weeks.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-748  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 159342 as of 7-23-09 \$37,688.00 for B & C Body Company.

Attachments

Link: [HGAC-Quote](#)  
Link: [Quote Approval](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 01:31 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 02:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/23/2009 03:07 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Eric Trevino			Started On: 07/21/2009 09:51 AM	
Final Approval Date: 07/24/2009				

4757 IRVING BLVD. SUITE 106 **B&C Body Co.** DALLAS, TX 75247  
SUPPLIERS FOR: TRUCK BODIES, TRAILERS, BRUSH LOADER CRANE'S & BODIES  
REFUSE & RECYCLING EQUIPMENT, ROLL-OFF HOISTS & CONTAINERS

---

**Date: Thursday, July 16, 2009**

**To: HIDALGO COUNTY**

**ERIC TREVINO**

**Phone: 956-318-2626 Fax: 956-318-2629**

**From: TED KIDWILL**

**Phone: 214-631-2196 Fax: 214-630-2755**

**CELL 817 996 9763 E-MAIL T1KIDWILL@AOL.COM**

**Pages: 3**

---

**Subject: ERIC**

**Attached quote with Hgac work sheet attached for 7 30  
yd. heavy duty open top containers.**

**Please note pricing is per each container with  
freight and all Hgac Fees included.**

**Please feel free to call or e-mail me with any questions.**

**TED KIDWILL**

# B & C BODY COMPANY

4757 IRVING BLVD. Suite 106 DALLAS, TEXAS 75247  
214-631-2196 800: 866-794-3226 FAX: 214-630-2755  
E-MAIL TIKIDWILL@AOL.COM  
CELL 817 996 9763

7/16/2009

ERIC TREVINO

EST. DELIVERY 4 TO 5 WEEKS

HIDALGO COUNTY

TERMS NET 20

2812 S. BUS HWY 281 EDINBURG TX 78539

F.O.B. ANY PRECINCT IN HIDALGO COUNTY

956-318-2626 FAX: 956-318-2629

TO BE SHIPPED VIA  
SALESMAN TED KIDWILL

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION.

**HGAC CONTRACT # RC08-08 CONTRACT PERIOD 8-1-2008 THRU 7-31-2010**  
**7-R2260 30 YD. HEAVY DUTY CONTAINERS RECTANGULAR IN DESIGN**  
**1/4" FLOOR**

**3" STRUCTURAL CHANNEL CROSS MEMBERS**  
**ON 18' CENTERS**

**4" X 3" 12 GA. CHANNEL RIBS ON 24" CENTERS**

**12 GA. DOOR SHEET WITH 5" X 3" X 10 GA. FORMED CHANNEL DOOR FRAME**

**8" DIA. X 10" LONG REAR ROLLERS AND 8" AT FRONT**

**6" X 2 " X 1/4" STRUCTURAL TUBING RAILS**

**1 3/8" PLATE RAIL EXTENSIONS**

**1/4" THICK HOOK 36,000 PSI MINIMUM YIELD STRENGTH**

**3/4" HOOK PLATE**

**WALL WELDED SOLID ON THE OUTSIDE AND SKIP WELDED ON THE INSIDE**  
**PRIMED INSIDE AND OUT PAINTED DARK BLUE #P1016**

PRICE 5,384.00 EACH X 7

\$37,688.00

SHIPPED 4 ON 1 LOAD

3 ON SECOND LOAD FOR A TOTAL OF 7

TOTAL \$37,688.00

F.O.B. ANY PRECINCT IN HIDALGO COUNTY

ALL HGAC FEES INCLUDED IN PRICING

NO TAXES INCLUDED

PLEASE PROVIDE DELIVERY ADDRESS ON ORDER

WITH PH # & CONTACT INF. AND HOURS OF DELIVERY

THIS QUOTATION IS SUBJECT TO AND CONDITIONED ON THE AVAILABILITY AND DELIVERY OF THE DESCRIBED EQUIPMENT TO B&C BODY COMPANY INC, BY THE MANUFACTURER. B&C BODY COMPANY OFFERS NO WARRANTY COVERAGE OTHER THAN THAT APPROVED BY MANUFACTURES AT TIME OF FAILURE.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to above Quotation Number when placing your order

DATE OF ACCEPTANCE \_\_\_\_\_

FIRM HIDALGO COUNTY \_\_\_\_\_

BY \_\_\_\_\_

THIS QUOTATION IS GOOD FOR 30 DAYS, OR UNTIL MATERIALS AND LABOR COSTS CHANGE

BY 



# B & C BODY COMPANY

4757 IRVING BLVD. Suite 106 DALLAS, TEXAS 75247

214-631-2196 800-866-7343 FAX: 214-630-2753

E-MAIL: THEDWILL@AOL.COM

ERIC TREVINO

HIDALGO COUNTY

2312 S. BUS HWY 281 EDINBURG TX 78539

956-318-2626 FAX: 956-318-2629

EST. DELIVERY 4 TO 5 WEEKS

TERMS NET 20

F.O.B. ANY PRECINCT IN HIDALGO COUNTY

TO BE SHIPPED VIA  
SALESMAN TED KIDWILL

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION.

HGAC CONTRACT # RC08-08 CONTRACT PERIOD 8-1-2008 THRU 7-31-2010  
7-R2160 30 YD. HEAVY DUTY CONTAINERS RECTANGULAR IN DESIGN  
1/4" FLOOR

3" STRUCTURAL CHANNEL CROSS MEMBERS  
ON 18" CENTERS

4" X 3" 12 GA. CHANNEL RIBS ON 24" CENTERS

12 GA. DOOR SHEET WITH 5" X 3" X 10 GA. FORMED CHANNEL DOOR FRAME

8" DIA. X 10" LONG REAR ROLLERS AND 8" AT FRONT

6" X 2" X 1/4" STRUCTURAL TUBING RAILS

1 3/8" PLATE RAIL EXTENSIONS

1/4" THICK HOOK 36,000 PSI MINIMUM YIELD STRENGTH

3/4" HOOK PLATE

WALL WELDED SOLID ON THE OUTSIDE AND SKIP WELDED ON THE INSIDE

PRIMED INSIDE AND OUT PAINTED DARK BLUE #P1016

PRICE 5,384.00 EACH X 7

SHIPPED 4 ON 1 LOAD

\$37,688.00

3 ON SECOND LOAD FOR A TOTAL OF 7

TOTAL \$37,688.00

F.O.B. ANY PRECINCT IN HIDALGO COUNTY

ALL HGAC FEES INCLUDED IN PRICING

NO TAXES INCLUDED

PLEASE PROVIDE DELIVERY ADDRESS ON ORDER

WITH PH # & CONTACT INF. AND HOURS OF DELIVERY

THIS QUOTATION IS SUBJECT TO AND CONDITIONED ON THE AVAILABILITY AND DELIVERY OF THE DESCRIBED EQUIPMENT TO B&C BODY COMPANY INC. BY THE MANUFACTURER. B&C BODY COMPANY OFFERS NO WARRANTY COVERAGE OTHER THAN THAT APPROVED BY MANUFACTURERS AT TIME OF FAILURE.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to above Quotation Number when placing your order.

DATE OF ACCEPTANCE 7/21/09

FIRM HIDALGO COUNTY

THIS QUOTATION IS GOOD FOR 30 DAYS, OR UNTIL MATERIALS AND LABOR COSTS CHANGE

BY [Signature]

BY [Signature]

**Rescinding Renewal/Extension For: "Interlocal Agreement With Hidalgo County Emergency Services District #2"**

**CC CONSENT**

Date: 07/28/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Request to Hidalgo County Commissioners Court (by Danny Guzman, Board President of Hidalgo County Emergency Services District #2) rescind action taken by CC on 06/22/09 to renew/extend the Interlocal Agreement between Hidalgo County and the Hidalgo County Emergency Services District #2 for use of "Office Space For Public Meetings" provided at a facility at 708 E. Edinburg Ave., Elsa, Texas located in Precinct #1.

BACKGROUND

As per request from the Board of the Hidalgo County Emergency Services District No. 2, not to renew the Interlocal. Said office space is not being utilized by the Board.

---

Fiscal Impact

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
This agenda request has no fiscal impact.

\*Reference CC 06/02/09 AI-16018

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Attachments

Link: [Letter from HC Emergency Services District #2](#)

Link: [Previous Agenda Documentation](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 01:21 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 01:23 PM	APRV
3	Roland Garcia	Rolando Garcia	07/23/2009 04:16 PM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW

Form Started By: Vangie Garcia  
Started On: 07/21/2009 09:14 AM

Final Approval Date: 07/24/2009

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## **Evangelina Garcia**

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**From:** danny guzman [dannyguzman65@yahoo.com]  
**Sent:** Monday, July 20, 2009 9:34 AM  
**To:** Evangelina Garcia  
**Subject:** Re: Extension/Renewal-E-08-289-07-08-Office Space For Public Meetings-Hidalgo County  
Emergency Services District No.2

Good Morning Vangie,

I want to let you know that the board of the Hidalgo County ESD #2 met last week and decided not to renew the Interlocal Agreement it had with the County of Hidalgo for "Office Space".

If you have any questions, please feel free to contact me at (956) 551-0486.

Thank you

Danny Guzman, Chairman  
Hidalgo County Emergency Service District No.2

--- On **Mon, 6/15/09**, **Evangelina Garcia** <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)> wrote:

**From:** Evangelina Garcia <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)>  
**Subject:** Extension/Renewal-E-08-289-07-08-Office Space For Public Meetings-Hidalgo County  
Emergency Services District No.2  
**To:** dannyguzman65@yahoo.com  
**Cc:** Slyvia.handy@co.hidalgo.tx.us, joseph.palacios@co.hidalgo.tx.us  
**Date:** Monday, June 15, 2009, 5:36 PM

Danny,

Please review attachment for details. Call me if you have any questions. Thank you.

*Vangie Y. Garcia, Contract's Manager*

*2802 S. Business Hwy. 281*

*New Administration Building*

*Edinburg, Texas 78539*

*(956) 292-7000-Extension 4856*

*email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)*

**AI-16018**

**9.L.**

**Renewal/Extension-E-08-289-07-08-Hidalgo County Emergency Services District 2**

**CC CONSENT**

Date: 06/22/2009  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

---

Information

CAPTION

Requesting approval to exercise the option to extend for an additional year period as provided in current Interlocal Agreement by and between Hidalgo County (Precinct #1) and the Hidalgo County Emergency Services No. 2 for: "Office Space to hold Public Meetings" (E-08-289-07-08).

BACKGROUND

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Fiscal Impact

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

---

Attachments

Link: [Extension Letter](#)  
Link: [Contract Documentation](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:34 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 01:23 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW
Form Started By: Vangie Garcia			Started On: 06/16/2009 08:36 AM	
Final Approval Date: 06/18/2009				

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PURCHASING DEPARTMENT  
County Of Hidalgo

June 15, 2009

Daniel Guzman, Board President  
Hidalgo County Emergency Services District No. 2  
708 East Edinburg Avenue  
Elsa, Texas 78538

Via E-mail [dannyguzman65@yahoo.com](mailto:dannyguzman65@yahoo.com)

Re: *Extension of Interlocal Agreement Contract No. E-08-289-07-08 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1- Hidalgo County Emergency Services District No. 2*

Dear Mr. Guzman:

Commissioners' Court will take applicable action (Tuesday, June 23, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renew/extension will commence: July 11, 2009 through July 10, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 16, 2009, 3:00 p.m., via facsimile to (956) 956-318-2629 or email to [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us).

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Respectfully,

*Evangelina Garcia*  
Evangelina Y. Garcia, Contracts Manager  
Hidalgo County Purchasing Department

cc: Honorable Sylvia S. Handy, Commissioner via email  
[Sylvia.handy@co.hidalgo.tx.us](mailto:Sylvia.handy@co.hidalgo.tx.us)  
c/o Joseph Palacios, Chief Administrator via email  
[joseph.palacios@co.hidalgo.tx.us](mailto:joseph.palacios@co.hidalgo.tx.us)  
Hidalgo County Precinct No. 1

By: \_\_\_\_\_

*Joseph Palacios*

Date: \_\_\_\_\_

*June 16, 2009*

STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO   §

C-07-339-07-10

**INTERLOCAL AGREEMENT**

This **INTERLOCAL AGREEMENT** ("Agreement") is made by and among the **COUNTY OF HIDALGO** ("County"), and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #2**, ("District") (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") acting herein by and through their respective duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all the Parties hereto (the "Effective Date").

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

**WHEREAS**, the County, acting for the benefit of the citizens of Hidalgo County, has acquired real property and associated facilities and operates these facilities for the benefit of its citizens; one such facility being located at 708 E. Edinburg Avenue, Elsa, Texas, and

**WHEREAS**, the District is an emergency management district created by the County and is charged with providing emergency ambulance services to Hidalgo County citizens within its designated operating area, and

**WHEREAS**, the District has need of a facility in which to hold public meetings, and

**WHEREAS**, the County and the District wish to enter into an agreement by which the County shall provide a facility in which the District may hold public meetings in which to conduct its business.

**AGREEMENT**

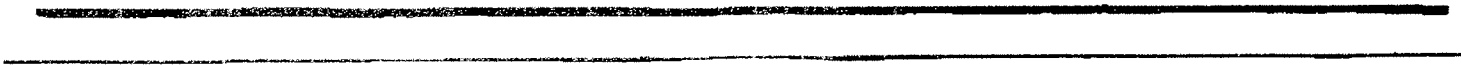
**I.**

**TERM OF AGREEMENT**

**A. Agreement:** The Parties mutually agree that the County shall provide reasonable and adequate space and facilities to the District for the conduct of public meetings as needed at County building located at 708 E. Edinburg Avenue, Elsa, Texas. The use, date and time the District wishes to use must be approved in advance by the elected official whose office the District desires to use; and

**B. Term:** The term of this Agreement shall be for twelve (12) months commencing on the Execution of this agreement. The term of this Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the provisions of Section C below, and

**C. Termination:** During the term of the Agreement, any Party may terminate its participation in this Agreement by giving the other Parties thirty (30) days' written notice of such termination.



II.  
**MISCELLANEOUS PROVISIONS**

**A. No Assumption of Liability:** No Party assumes the liability for the system(s) under the control of any other Party or for the actions of employees of any other Party.

**B. Immunity as a Defense:** No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

**C. Insurance:** The District shall provide to the County a certificate of insurance showing the County as an additional insured for general liability in the minimum amount of the Texas Tort Claims Act.

**D Assignment:** This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

**E Entire Agreement:** The entire Agreement between the Parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.

**E. Prior Agreements:** This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force and effect, has been executed on behalf of the Parties hereto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**APPROVED BY COMMISSIONERS' COURT ON THE 10<sup>TH</sup> DAY OF JULY, 2007.**

**APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.**

By:   
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO, TEXAS**

By:   
Juan D. Salinas, III, County Judge

**ATTEST  
HIDALGO COUNTY CLERK**

By:   
Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY EMERGENCY  
SERVICES DISTRICT #2**

By:   
Daniel Guzman, Board President



# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

5/9/2008

Producer Johnny Hardaway

Quirk & Company  
 P.O. Box 792030  
 San Antonio  
 210.342.9421  
 www.quirkco.com

TX 78279

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A Western World Insurance Company

INSURER B

INSURER C

INSURER D

INSURER E

Insured Hidalgo County Emergency District #2

PO Box 1136

Elsa

TX 78543

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NPP1140578	1/23/2008	1/23/2009	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GENERAL AGG LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 50,000
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				BODILY INJURY (Per accident) \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
					STATUTORY LIMIT OTHER
					EL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**

Hidalgo County

PO Box 1356  
 Edinburg

TX 78540

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. \* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Charles Mills

**eCerts**online  
Certificates of Insurance & Evidence of Property

From:

Quirk & Company  
P.O. Box 792030  
San Antonio TX 78279  
Phone: 210.342.9431  
Fax: 210.340.4075

[www.quirkco.com](http://www.quirkco.com)

From: Johnny Hardaway

Subject: Certification of Insurance  
Hidalgo County Emergency District #2

Date: 5/9/2008

Delivery Via: FAX 19569699198

No. of Pages: 3

To:

Montavo Insurance Agency

208 S. Texas Blvd

Weslaco TX 78596

This document was created by eCertsONLINE.

The attached or linked document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the link below. The linked document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit [www.Adobe.com](http://www.Adobe.com).

If you have any questions regarding the content of this message, you should contact the Producer/Agency listed on the attached/linked documents.

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**Authority to advertise - Purchase of One New Mobile Communication Unit  
CC CONSENT**

Date: 07/28/2009  
Submitted By: Yolanda Velasquez, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, etc.) as attached hereto for the Hidalgo County Department of Health and Human Services: "Purchase of One New Mobile Communication Unit" Bid No. 2009-309-08-17.

**BACKGROUND**

Proposed Advertisement Dates:

1st Ad: August 01, 2009  
2nd Ad: August 08, 2009

Bid Opening Date: August 17, 2009

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Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-041-9-748  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Available funding as of 7-24-09 \$25,300.00.

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Attachments

Link: [Specifications/Legal Notice](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 01:12 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 01:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/24/2009 07:57 AM	APRV
4	Auditor's Office		07/24/2009 05:16 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 07/17/2009 03:20 PM	
Final Approval Date: 07/24/2009				

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Bid No:2009-309-08-17-YZV	Buyer: Yolanda Velasquez	Tel. No.: (956) 318-2626 x-4881
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## **REQUEST FOR BIDS**

### **HIDALGO COUNTY HEALTH DEPARTMENT**

**"Purchase of One (1) New Mobile Communication Unit"**

**Bid Opening Date: August 17, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Highway 281, New Administration Building  
Edinburg, Texas 78539

956/318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY HEALTH DEPARTMENT-"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
  
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with 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-2009-309-08-17-YZV-HIDALGO COUNTY HEALTH DEPARTMENT-"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"**" and in County's Purchasing Department, 2802 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Monday, August 17, 2009** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may

purchase from the Secondary Vendor(s).

If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any

decreases for file updating purposes and notice to contract users.

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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.
14. 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.
15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:
  - Materials and supplies must be shipped within 72 hours from arrival of purchase order.
  - Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
  - At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.

- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
- **Invoices must include:**
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official (signed delivery tickets)
  - c) Purchase Order Number
  - d) Notation-"**Hidalgo County Health Department Purchase of One New Mobile Communication Unit**"
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery. The following documentation must be included:

- a) Certificate of Origin (signed Title, if used vehicle purchase)
- b) Application For Texas Certificate Of Title (Form 130-U)
- c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right

to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

Contact person for Billing and Payment questions:

**Hidalgo County Health Department  
1304 South 25<sup>th</sup>  
Edinburg, Texas 78539  
Attn: Josie Escalante  
956-383-6221**

17. Schedule of Events:

**Bid Opening, 9:30 A.M.**

Projected Award of Contract or Issuance of Purchase Order

Projected Commence Work or Deliver Products

August 17, 2009

\_\_\_\_\_, 2009

\_\_\_\_\_, 2009

18. Ethical Standards:

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

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the CIQ) attached as Exhibit D, the vendor, person, consultant or

contractor=s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

Vendors must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. 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.
22. 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.
23. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
24. 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.
25. 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 HEALTH DEPARTMENT  
"PURCHASE OF ONE (1) New MOBILE COMMUNICATION UNIT"  
Bid No: 2009-309-08-17-YZV**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. 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: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "A"**  
**HIDALGO COUNTY HEALTH DEPARTMENT**  
**"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"**  
**BID NO: 2009-309-08-17-YZV**  
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

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**GENERAL REQUIREMENTS**

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

Hidalgo County Health Department is seeking to "Purchase One (1) New Mobile Communications Unit" from a qualified vendor, to include but not limited to, the following:

**ONE (1) NEW MOBILE COMMUNICATIONS UNIT**

**SPECIFICATIONS:**

Purchase of One (1) New Mobile Communications unit with the following equipment. **All equipment mentioned below will be equal or better.**

**GENERAL SPECIFICATIONS**

**Trailer Specifications:**

- 18ft. standard tongue trailer
- 16 ft awning on curb side of the trailer
- Heavy-duty sidewall with a minimum thickness of 1"
- Reinforced roof to support satellite dish system
- A mount for the wind collector
- Toilet and utility sink
- Cabinets
- Fold-down couches
- Removable center table
- 1500 BTU air conditioner with a 5,600 BTU heat strip microwave
- 3-way fridge
- 35 gallon water storage
- Two (2) 40 gallon propane tanks will be mounted on the trailer tongue
- LP hot water heater
- Standard side door
- Wheelchair accessible back door with pull-out ramp
- LED interior lighting
- Interior will be finished out with white seamless glass board lining throughout.
- See attached drawings for more specifications.

**Trailer Power Systems:**

- The power system will be fully self contained with an electronic monitoring system displaying current system status. It must be capable of providing power to the essential equipment for a minimum of 18 hours without use of any of the auxiliary power sources.

**EXHIBIT "A"**  
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- The charge system will include a minimum 125 amp charger, 180 W trickle-charge solar unit (monocrystalline panels permanently mounted on roof) and a 400 W wind collector.
- The Battery bank will consist of an 800 Ah LiFeP04 battery pack. This type of battery is essential to the design of this trailer.
- Included in the auxiliary power system will be a minimum of a 3.6KW Onan LP gas generator, 2800 W inverter, 30A shore power panel and connection for generator fuel.

**Core networking package: (equal or equivalent too)**

- Satellite internet access (1-meter dish with satellite modem and auto-pointing system)
- Cisco ASA5500 (unlimited license) firewall
- Cisco router
- Cisco phones (2 wired and 1 wireless 7920 model)
- Wireless Access Point
- File Server (Minimum: 2 Ghz processor, 2 GB RAM, 120 GB HDD, Window Server 2003) ventilated rack
- 1 controller laptop configured with all software related to functionality of communications center
- 2 Notebook computers for kiosk services will be provided

Networking equipment will be configured to host the ip address space provided by the satellite provider. IPSEC communications will be configured to enable access to the TALHO communications network and datacenters. Videoconferencing service will be configured through the firewall. VOIP service configuration will be applied to firewall to enable connectivity outside of IPSEC tunnel to TALHO telephony services (2 dedicated voip channels). Wireless AP integrated into satellite modem will be configured for secure local access and integrated with omni directional external antenna. Installed router will be licensed for Cisco Call manager Express and configured to register with TALHO Call Managers.

**Telephony Service:**

- PSTN access will be provided for a minimum of 5 VOIP access lines with corresponding DID numbers.
- Voice mail will be provided for each line.
- Audio bridging service will be provided for up to 36 simultaneous users with an available 800 number provided on a usage reimbursement basis (2-year service period included)

**LCD videoconferencing system & service:**

- 42 inch Monitor (wall mounted to support videoconferencing and other services.
- Polycom PVX software (will utilize the LCD screen)

Must provide video conferencing bridge services via both IP and PSTN at no additional cost to the user, for a term of two years. The video conferencing bridge will be able to accommodate a minimum of 36 simultaneous video conferences at a rate of 384K.

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**BID NO: 2009-309-08-17-YZV**  
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

---

**Radio Communications:**

- Radio interoperability system capable of connecting a minimum of four dissimilar radio systems.
- VIOP integration capabilities.

**Satellite Internet Service:**

- Minimum of two months of service Included.
- Should provide a minimum of 5 GB data transfer in a 24 hour period for a minimum of 10 days.
- QOS will be implemented at the Satellite and should provide adequate communications for secondary VIOP systems such as SKYPE.
- SKYPE availability should be implemented tested, prior to delivery of the vehicle.
- Additional bandwidth costs should be supplied.

**Support:**

Two years, NOC support will be provided at no additional cost to the customer during deployment, to include connectivity into existing data centers and networks as requested. Also included will be support for operation of the trailer and its systems for a 2-year period.

**Mobile Weather Radar:**

- 1 year of service prepaid
- County warnings
- City forecast
- Surface observations
- Hi resolution NEXRAD radar
- High Resolution radar
- Precipitation Type
- Surface Analysis Weather Maps
- Marine Zone Forecasts
- Buoy Data
- Surface Pressure
- Marine Zone Forecasts
- Hurricane Track
- Severe Weather Storm Tracks
- Lightning
- Wave Direction
- Wave Direction Forecast: 12, 24, 36

**EXHIBIT "A"**  
**HIDALGO COUNTY HEALTH DEPARTMENT**  
**"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"**  
**BID NO: 2009-309-08-17-YZV**  
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

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**TERMS, CONDITIONS AND REQUIREMENTS**

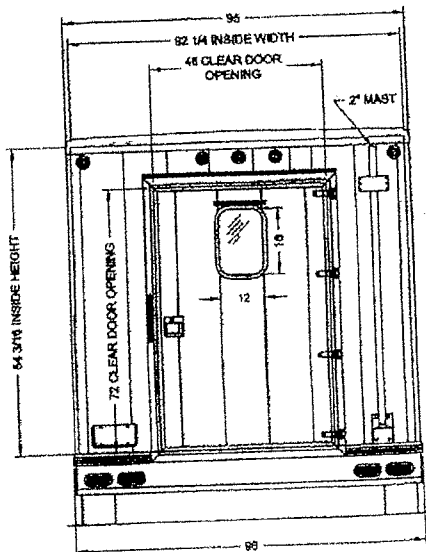
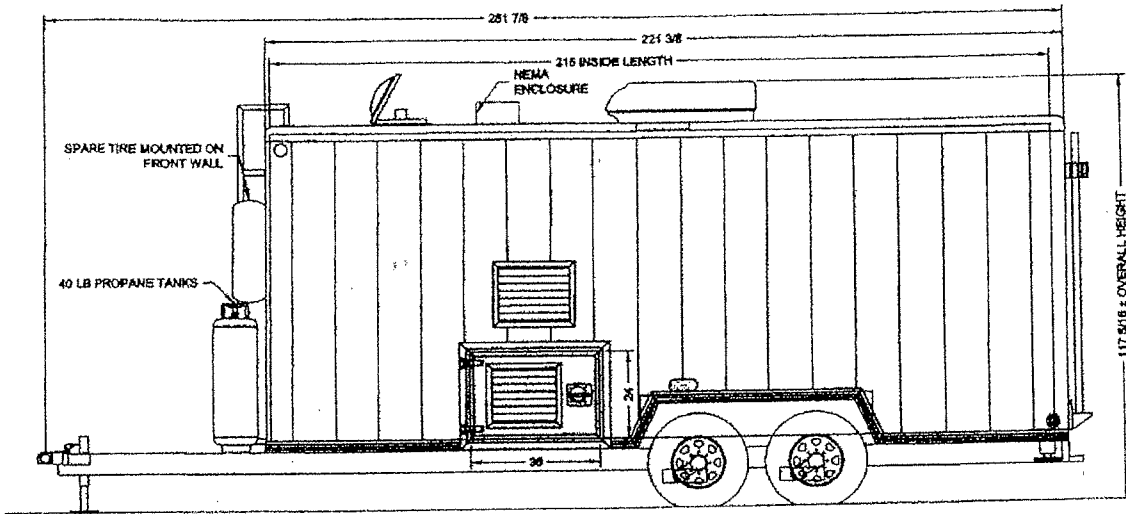
1. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
2. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
3. **AWARD:** Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications /and or requirements.
4. **PAYMENT:** Payment will be made within 30 days upon arrival, inspection and approval of unit, and receipt of an itemized invoice with proper title documentation by the WIC Program.
5. **MAINTENANCE:** Maintenance required for equipment bid should be available in Hidalgo County by authorized manufacturer. Cost for this service shall be included in this bid. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable.
6. **INSURANCE (REQUIREMENTS)** certificates must be submitted to Hidalgo County Purchasing Department for approval prior to delivery or any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached.**
7. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
8. **DESCRIPTIONS:** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
9. Hidalgo County reserves the right to purchase from state contracts whenever it is in the best interest to do so.

**ADDITIONAL CONDITIONS AND REQUIREMENTS:**

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626 or e-mail: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, August 10, 2009, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **Wednesday, August 12, 2009 5:00 P.M.**

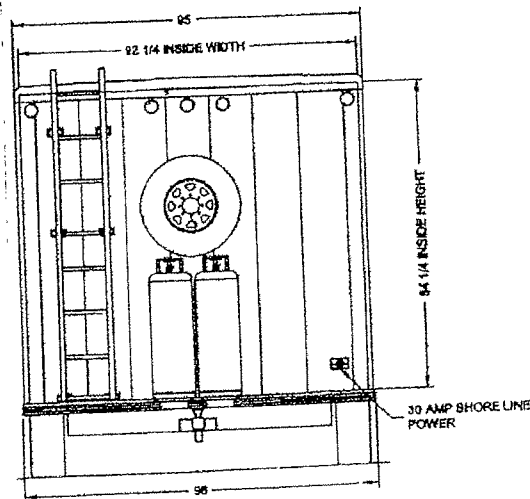
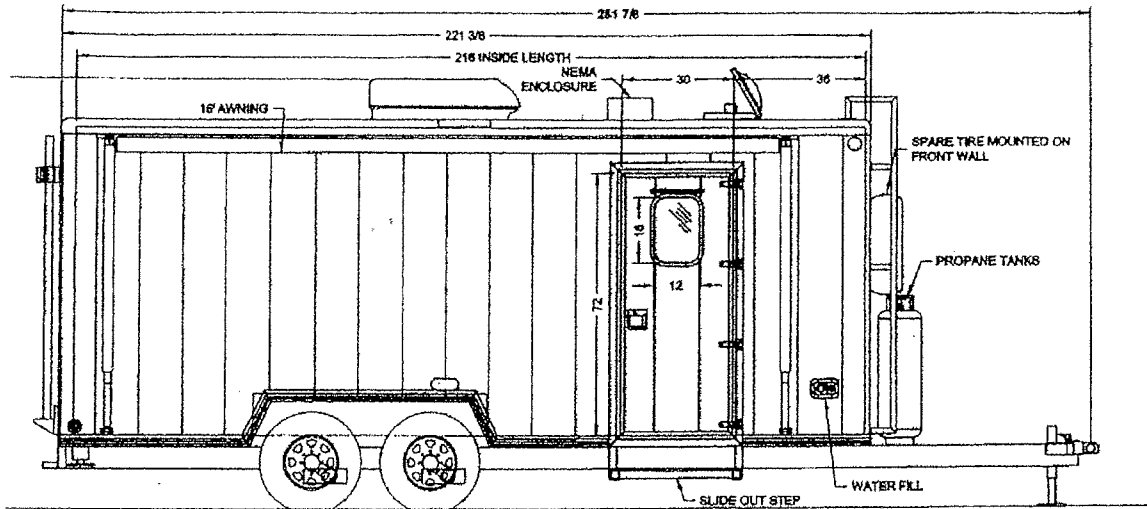
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**"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"**  
**BID NO: 2009-309-08-17-YZV**  
**SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS**

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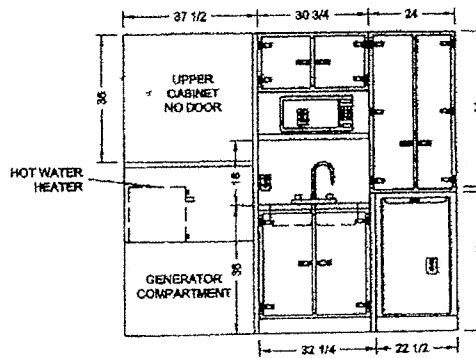
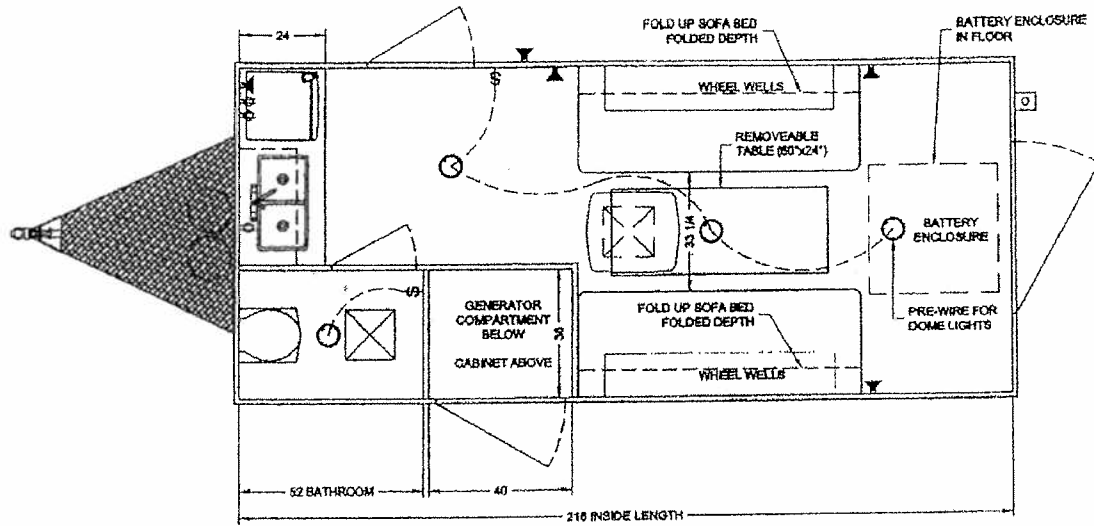


**EXHIBIT "A"**  
**HIDALGO COUNTY HEALTH DEPARTMENT**  
**"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"**  
**BID NO: 2009-309-08-17-YZV**  
**SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS**

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**INTERIOR FRONT WALL**

**EXHIBIT "A"**  
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