

AI-17305

2.A.

Commissioner's Ct 9/8/09

CC CONSENT

Date: 09/08/2009
Submitted By: Dora Lopez, 92ND DISTRICT COURT
Department: 92ND DISTRICT COURT

Information

CAPTION

2009 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-001-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09/03/2009 607->342 \$250.00

Attachments

Link: [Lexis-Nexis](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 08:35 AM	APRV
2	JC Carreon	JC Carreon	09/03/2009 09:35 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:54 PM	APRV

Form Started By: Dora Lopez
Started On: 09/02/2009 05:00 PM
Final Approval Date: 09/04/2009

AI-17281

2.B.

Various Transfer

CC CONSENT

Date: 09/08/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: DAMIAN CARRANZA
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-006-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-03-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 02:48 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/03/2009 11:12 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 03:10 PM	APRV

Form Started By: Angela Garcia
Started On: 09/02/2009 02:12 PM

Final Approval Date: 09/04/2009

AI-17301

2.C.

line item transfer 342

CC CONSENT

Date: 09/08/2009

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2009 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: [LINE ITEM 342](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 08:33 AM	APRV
2	Norma Silva	Norma Silva	09/04/2009 02:15 PM	APRV
3	Ana Galvan	Anna Galvan	09/04/2009 04:29 PM	APRV
4	Norma Silva	Norma Silva	09/04/2009 05:03 PM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 05:09 PM	APRV
6	Dina Trevino	Dina Trevino	09/04/2009 05:17 PM	APRV
7	Erika Zamora	Erika Zamora	09/04/2009 05:23 PM	APRV

Form Started By: Esther Cantu

Started On: 09/02/2009 04:41 PM

Final Approval Date: 09/04/2009

DATE: September 2, 2009

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 9-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-412-00-009-001-0-611	POLICE SUPPLIES	○	9-1100-412-00-009-001-0-342	INFO & CREDIT SERVICES	\$ 200.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$200.00

REASON:
ADDITION MONIES NEEDED

DEPARTMENT HEAD SIGNATURE _____ September 2, 2009
Date

APPROVED COMMISSIONERS' COURT _____ DATE _____ ATTEST COUNTY CLERK _____

AI-17251

2.D.

Transfer for In County Travel

CC CONSENT

Date: 09/08/2009
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: C.C.L. #3 (Probate Court)
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1243-412-00-023-002-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 890-->581 \$ 1,000.00; funds available as of 09/01/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:07 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/03/2009 11:06 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:23 PM	APRV

Form Started By: Anna Galvan
 Started On: 08/31/2009 04:47 PM

Final Approval Date: 09/04/2009

Intradepartmental Transfer Request

DATE: September 1, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Probate Court

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

SUBJECT: **Intradepartmental Transfer(s)**

Contact: Ana Galvan
Ph#: (956) 292-7025



Honorable Commissioners' court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
890	Other	581	Travel in County	\$ 1,000.00
TOTAL				\$ 1,000.00

REASON: Transfer is needed to pay outstanding in county travel.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-17283

2.E.

Computer transfer

CC CONSENT

Date: 09/08/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Alice Garces
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Master Court I (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-031-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09/02/2008

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 02:49 PM	APRV
2	JC Carreon	JC Carreon	09/02/2009 03:34 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 03:13 PM	APRV

Form Started By: Angela Garcia
Started On: 09/02/2009 02:24 PM

Final Approval Date: 09/04/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 09/02/09

DEPARTMENT HEAD: JUDGE JOHN RIVERA

DEPARTMENT NAME: MASTER COURT I

ACCOUNT NUMBER: 9-1100-412-00-031-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
550	PRINTING & BINDING	745	COMPUTER EQUIPMENT	\$500.00
630	FOOD	745	COMPUTER EQUIPMENT	900.00
661	MINOR OFFICE FURN. & EQU.	745	COMPUTER EQUIPMENT	1,000.00
665	MINOR COMP. EQUIP.	745	COMPUTER EQUIPMENT	400.00
810	DUES & MEMBERSHIPS	529	SURETY & NOTARY BONDS	140.00
			TOTAL	2,940.00

REASON: PURCHASE COMPUTERS FOR STAFF MEMBERS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-17328

2.F.

WIC

CC CONSENT

Date: 09/08/2009
 Submitted By: Margarita Gonzalez, WIC
 Department: WIC
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC Adm. (1292)

BACKGROUND

L/T

9.1292.441.00.350.001.9.

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 09-04-09

Attachments

Link: [L/T](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 08:23 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/04/2009 04:17 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:11 PM	APRV
Form Started By: Margarita Gonzalez			Started On: 09/03/2009 06:22 PM	
Final Approval Date: 09/04/2009				

DATE: 09/03/09
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	432 Equip. & Vehicle Rep	9.1292.441.00.350.001.9	584 Registration	1,344.25	
9.1292.441.00.350.001.9	431 Bldg. & Other R&M	9.1292.441.00.350.001.9	584 Registration	1,423.89	
9.1292.441.00.350.001.9	425 Pest Control	9.1292.441.00.350.001.9	584 Registration	25.00	
9.1292.441.00.350.001.9	583 Out of County Travel	9.1292.441.00.350.001.9	584 Registration	792.00	
9.1292.441.00.350.001.9	434 Vehicle Repair	9.1292.441.00.350.001.9	584 Registration	1,426.39	
			Total:	5011.53	

To cover for expenditures for FY 09

AI-17244
WIC-BF
CC CONSENT

2.G.

Date: 09/08/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC BF (1292)

BACKGROUND

L/T

9.1292.441.00.350.002.9

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-002-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

113-->211 - \$ 9,000.00; Funding available as of 9/2/09.
260-->211 - \$ 9,000.00; Funding available as of 9/2/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:06 AM	APRV
2	Norma Silva	Norma Silva	09/02/2009 11:21 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:03 PM	APRV

Form Started By: Margarita Gonzalez
Started On: 08/31/2009 11:45 AM
Final Approval Date: 09/04/2009

DATE: 08/31/09
 WIC DIRECTOR: NORMA LONGORIA
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
 ACCOUNT NUMBER: 9.1292.441.00.350.002.9.-BF
 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
9.1292.441.00.350.002.9	113 F/T Employees	→	9.1292.441.00.350.002.9	211 Health Insurance	9,000.00
9.1292.441.00.350.002.9	260 Workers Comp	→	9.1292.441.00.350.002.9	211 Health Insurance	2,000.00
Total:					11,000.00

REASON: To encumber cost to close out FY 09

 Department Head Signature

 APPROVED COMMISSIONERS COURT

 / /
 Date

 ATTEST COUNTY CLERK

AI-17316

2.H.

**Division of Emergency Services-Emergency Management
CC CONSENT**

Date: 09/08/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Transfer needed to purchase additional items for the remainder of the year.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
607-->331 \$ 150.00; funds available as of 09/04/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 02:09 PM	APRV
2	Norma Silva	Angela Garcia	09/04/2009 02:17 PM	APRV
3	Ana Galvan	Anna Galvan	09/04/2009 04:27 PM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 05:06 PM	APRV

Form Started By: Belinda Alvarez
Started On: 09/03/2009 01:11 PM
Final Approval Date: 09/04/2009

AI-17341

2.I.

Intradepartmental Transfer Co Wide Administration

CC CONSENT

Date: 09/08/2009
 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
 Submitted For: Sergio Cruz
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Co. Wide Adm. (1100)

BACKGROUND

reference: AI-13625 CC 01/28/09.

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-415-00-115-002-0-XXX
 FUNDS AVAILABLE Y/N?: Y/pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#624409 balance of \$286,637.00 and expenditures totaling \$240,248.00 will be reclassified to 9-1100-415-00-115-002-0-841.

Attachments

Link: [intradept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 02:43 PM	APRV
2	Norma Silva	Angela Garcia	09/04/2009 04:09 PM	APRV
3	Perla Lopez	Perla Lopez	09/04/2009 04:28 PM	APRV
4	Auditor's Office	Angela Garcia	09/04/2009 05:28 PM	APRV

Form Started By: Rolando Garcia
 Started On: 09/04/2009 02:27 PM

Final Approval Date: 09/04/2009

AI-17325

2.J.

2009 LIT for County Wide Insurance (1100)

CC CONSENT

Date: 09/08/2009
 Submitted By: Dale Kennan, BUDGET & MANAGEMENT
 Submitted For: County Wide Insurance (1100)
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Wide Insurance (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1100-419-00-115-025-0-52X
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 521 & 522 to 523 in the amounts of \$46,988.32 & \$4,628.47 (respectively).
 Funding available for transfer as of 9/3/09.

Attachments

Link: [2009 LIT for County Wide Insurance \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 04:12 PM	APRV
2	Norma Silva	Angela Garcia	09/04/2009 02:17 PM	APRV
3	Ana Galvan	Anna Galvan	09/04/2009 04:15 PM	APRV
4	Norma Silva	Norma Silva	09/04/2009 04:39 PM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 05:13 PM	APRV

Form Started By: Dale Kennan

Started On: 09/03/2009 03:14 PM

Final Approval Date: 09/04/2009

AI-17298

2.K.

Intradepartmental Transfers

CC CONSENT

Date: 09/08/2009
 Submitted By: Irma Castillo, PLANNING DEPT.
 Submitted For: Irma Castillo
 Department: PLANNING DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 09-03-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:22 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/03/2009 11:15 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 03:14 PM	APRV

Form Started By: Irma Castillo
 Started On: 09/02/2009 04:05 PM

Final Approval Date: 09/04/2009



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

**HIDALGO COUNTY
PLANNING DEPT.**

DATE: September 2, 2009

DEPARTMENT HEAD: Raul E. Sestin, 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
9-1100-419-10-210-001-0-672	Rpr & Maint. Supplies Equip. & Veh.	→	9-1100-419-10-210-001-0- 550	Printing and Binding	\$220.00
		→			
					\$220.00

Reason: Need monies to print green permit post cards with permit numbers

Department Head Signature

Approved Commissioners' Court

____/____/____
Date

Attest County Clerk

LIT090809

AI-17287

2.L.

Software transfer

CC CONSENT

Date: 09/08/2009
 Submitted By: Angela Garcia, BUDGET & MANAGEMENT
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Employee Benefits (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2201-415-00-115-009-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 665-->336 \$ 395.00; funds available as of 09/03/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:18 PM	APRV
2	Ana Galvan	Anna Galvan	09/03/2009 11:55 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 04:48 PM	APRV

Form Started By: Angela Garcia Started On: 09/02/2009 03:18 PM

Final Approval Date: 09/04/2009

AI-17260

2.M.

Office supply transfer

CC CONSENT

Date: 09/08/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
339-->601 - \$ 7,000.00; Funding is available as of 9/2/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 08:54 AM	APRV
2	Norma Silva	Norma Silva	09/02/2009 01:33 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:31 PM	APRV

Form Started By: Angela Garcia

Started On: 09/01/2009 01:28 PM

Final Approval Date: 09/04/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 09/01/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MANAGEMENT

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
339	OTHER PROF. SERVICES	601	OFFICE & COMPUTER SUPPLIES	\$7,000.00
			TOTAL	7,000.00

REASON: PURCHASE OFFICE SUPPLIES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-17324

2.N.

17324 lit 9-3-09 obj 601 into 529

CC CONSENT

Date: 09/08/2009
 Submitted By: Mary Garcia, TAX OFFICE
 Submitted For: Armando Barrera Jr.
 Department: TAX OFFICE
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Tax Office (1100)

BACKGROUND

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:
 601-->529 \$ 400.00; funds available as of 09/04/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 04:12 PM	APRV
2	Ana Galvan	Anna Galvan	09/04/2009 03:36 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:07 PM	APRV

Form Started By: Mary Garcia
 Started On: 09/03/2009 03:09 PM

Final Approval Date: 09/04/2009

AI-17268

2.0.

Intradepartmental Transfer

CC CONSENT

Date: 09/08/2009
 Submitted By: Sandra De Leon, COUNTY JUDGE
 Submitted For: Raul Lozano
 Department: COUNTY JUDGE
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Judge's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-413-00-110-006-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 442-->432 \$ 389.50; funds available as of 09/03/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:30 AM	APRV
2	Ana Galvan	Anna Galvan	09/03/2009 09:18 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 04:49 PM	APRV

Form Started By: Sandra De Leon Started On: 09/02/2009 10:16 AM

Final Approval Date: 09/04/2009

BUDGET INTRADEPARTMENTAL TRANSFER

AI-17268

DATE: August 31, 2009

DEPARTMENT HEAD: Judge JD Salinas III

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1100-413-00-110-006-0-XXX

CONTACT PERSON: Sandra C. De Leon PHONE: (956) 318-2600

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.

Table with 4 columns: FROM OBJECT CODE, OBJECT NAME, TO OBJECT CODE, OBJECT NAME. Row 1: 442, Equip & Vehicle Rentals, 432, Equip & Vehicle R&M Service. Row 4: TOTAL

REASON: Transfer needed to pay yearly fax service agreement.

DEPARTMENT HEAD SIGNATURE

31-Aug-09
CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

e.

AMOUNT
\$ 389.50
\$ 389.50

AI-17323

2.P.

2009 Line Item Transfer (1100)

CC CONSENT

Date: 09/08/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

2009 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 9/3/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 03:04 PM	APRV
2	JC Carreon	JC Carreon	09/03/2009 03:37 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:16 PM	APRV

Form Started By: Erika Zamora
Started On: 09/03/2009 02:41 PM

Final Approval Date: 09/04/2009

AI-17252

2.Q.

Line item Transfer

CC CONSENT

Date: 09/08/2009
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Submitted For: Alma Ybarra
Department: GEN. GOVT. BLDGS.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Buildings & Grounds (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09/02/2009 630->890;640->890;661->890

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:08 AM	APRV
2	JC Carreon	JC Carreon	09/02/2009 10:21 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:24 PM	APRV

Form Started By: Alma Ybarra
Started On: 09/01/2009 08:35 AM

Final Approval Date: 09/04/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: September 1, 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	
630	FOOD	890	OTHER	2,000.00
640	REFERENCE MATERIAL	890	OTHER	500.00
661	MINOR OFFICE FURN & EQUIP	890	OTHER	2,000.00
TOTAL				\$4,500.00

REASON: FUNDS NEEDED TO PAY FOR THE MAINTENANCE OF CANALS AND PIPELINES LOCATED AT AT COUNTY PROPERTY KNOWN AS SANTA CRUZ GARDENS IN THE PCT 4 AREA THAT ARE BILLED BY SANTA CRUZ IRRIGATION DISTRICT #15 EDINBURG, TX
a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-17258

2.R.

Transfer for 2 desks and 2 filing cabinets.

CC CONSENT

Date: 09/08/2009
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: J,P. Pct. 1/PL 1
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-061-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

432-->661 \$ 1,100.00; funds available as of 09/02/09
 583-->661 \$ 1,100.00; funds available as of 09/02/09
 601-->661 \$ 1,100.00; funds available as of 09/02/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:27 AM	APRV
2	JC Carreon	JC Carreon	09/02/2009 12:18 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:30 PM	APRV

Form Started By: Anna Galvan
 Started On: 09/01/2009 11:27 AM

Final Approval Date: 09/04/2009

AI-17253

2.S.

GPS systems for new vehicles

CC CONSENT

Date: 09/08/2009
 Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
 Submitted For: Larry Gallardo
 Department: CONSTABLE PCT. #3
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1230)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1230-421-00-293-010-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 890-->532 \$ 2,000.00; funds available as of 09/04/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:08 AM	APRV
2	Ana Galvan	Anna Galvan	09/04/2009 09:54 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:25 PM	APRV

Form Started By: Rachel Cavazos
 Started On: 09/01/2009 09:14 AM

Final Approval Date: 09/04/2009

AI-17271

2.T.

Line Item Transfer

CC CONSENT

Date: 09/08/2009
 Submitted By: Joel Rivera, CONSTABLE PCT. #4
 Submitted For: Joel Rivera
 Department: CONSTABLE PCT. #4
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

346-->342 - \$ 500.00; Funding available as of 9/2/09.
 667-->342 - \$ 500.00; Funding available as of 9/2/09.
 661-->432 - \$ 1,292.00; Funding available as of 9/2/09.
 664-->432 - \$ 379.00; Funding available as of 9/2/09.
 681-->432 - \$ 50.72; Funding availalbe as of 9/2/09.
 743-->432 - \$ 85.42; Funding available as of 9/2/09.
 780-->432 - \$ 1,479.52; Funding available as of 9/2/09.
 550-->432 - \$ 1.00; Funding available as of 9/2/09.
 672-->679 - \$ 286.24; Funding available as of 9/2/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:31 AM	APRV
2	Norma Silva	Norma Silva	09/02/2009 02:55 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 04:56 PM	APRV

Form Started By: Joel Rivera
 Started On: 09/02/2009 10:53 AM
 Final Approval Date: 09/04/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 2-Sep-09

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 9-1100-421-00-294-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
346	HAULING & FREIGHT SRVC.	342	INFO & CREDIT SERVICES	\$500.00
667	MINOR SOFTWARE	342	INFO & CREDIT SERVICES	500.00
661	MINOR OFC FUR & EQUPT	432	EQUPT&VEH R&M SRVC	1,292.00
664	OTHER MINOR EQUPT	432	EQUPT&VEH R&M SRVC	379.00
681	VEHICLE RM SUPPLY	432	EQUPT&VEH R&M SRVC	50.72
743	OFC FURN & EQPT	432	EQUPT&VEH R&M SRVC	85.42
780	CAPITAL LEASES	432	EQUPT&VEH R&M SRVC	1,479.52
550	PRINTING & BINDING	432	EQUPT&VEH R&M SRVC	1.00
672	EQUPT R&M SUPPLYS	679	OTHER R&M SUPPLYS	286.24
			TOTAL	4,573.90

REASON: TRANSFER NEEDED TO COVER OPERATIONAL EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-17308

2.U.

Transfer to pay invoices

CC CONSENT

Date: 09/08/2009
 Submitted By: Roxanne Elizondo, CONSTABLE PCT. #5
 Submitted For: Roxanne Elizondo
 Department: CONSTABLE PCT. #5
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-295-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 604-->442 \$ 105.00; funds available as of 09/04/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 10:20 AM	APRV
2	Ana Galvan	Anna Galvan	09/04/2009 03:19 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:03 PM	APRV
Form Started By: Roxanne Elizondo			Started On: 09/03/2009 10:08 AM	
Final Approval Date: 09/04/2009				

BUDGET INTRADEPARTMENTAL TRANSFER

AI-17308

AI-17261

2.V.

2009 Pct. 1 C.A.P. (1311)

CC CONSENT

Date: 09/08/2009
Submitted By: John Paul Lugo, COMM. PCT. #1
Submitted For: John Paul Lugo
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 CAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-391-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-03-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 08:55 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/03/2009 11:11 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:02 PM	APRV

Form Started By: John Paul Lugo
Started On: 09/01/2009 01:28 PM

Final Approval Date: 09/04/2009

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17346

2.W.

2009 - Pct # 1 Adm (1201)

CC CONSENT

Date: 09/08/2009
 Submitted By: Robert Elizondo, COMM. PCT. #1
 Department: COMM. PCT. #1
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 09-04-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 03:09 PM	APRV
2	Norma Silva	Angela Garcia	09/04/2009 04:10 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	09/04/2009 04:27 PM	APRV
4	Auditor's Office		09/04/2009 05:28 PM	NEW

Form Started By: Robert Elizondo
 Started On: 09/04/2009 02:54 PM
 Final Approval Date: 09/04/2009

AI-17290

2.X.

2009 Pct. #1 Parks (1211)

CC CONSENT

Date: 09/08/2009
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?: N

BUDGETARY IMPACT:

350-->631 - \$ 500.00; Funding available as of 9/2/09.
612-->607 - \$ 1,000.00; Funding available as of 9/2/09.

Attachments

Link: [2009 Pct. #1 Parks \(1211\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:20 PM	APRV
2	Norma Silva	Norma Silva	09/02/2009 05:00 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 04:57 PM	APRV

Form Started By: Joann Gonzalez
Started On: 09/02/2009 03:46 PM

Final Approval Date: 09/04/2009

AI-17299

2.Y.

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 09/08/2009
 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 09/03/2009 432->607 \$200.00

Attachments

Link: [lit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:27 PM	APRV
2	JC Carreon	JC Carreon	09/03/2009 09:33 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:00 PM	APRV
4	Dina Trevino	Dina Trevino	09/04/2009 05:12 PM	APRV
5	Erika Zamora	Erika Zamora	09/04/2009 05:20 PM	APRV

Form Started By: Joann Gonzalez

Started On: 09/02/2009 04:16 PM

Final Approval Date: 09/04/2009

AI-17302

2.Z.

2009 Pct#1 R&B (1201)

CC CONSENT

Date: 09/08/2009
 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?:
 BUDGETARY IMPACT:
 Available account balance as of 09-03-09

Attachments

Link: [2009 Pct#1 R&B \(1201\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 08:33 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/03/2009 11:17 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:02 PM	APRV

Form Started By: Jorge Flores
 Started On: 09/02/2009 04:48 PM

Final Approval Date: 09/04/2009

AI-17318

2.AA.

BCAP Transfer (1311) - El Charro #2 Subdivision PCT. 2

CC CONSENT

Date: 09/08/2009
 Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
 Submitted For: Agapito Vargas
 Department: COLONIA ACCESS PROGRAM
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-122-240-1-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 02:59 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/04/2009 09:29 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:00 PM	APRV

Form Started By: Marcie Jackson Started On: 09/03/2009 02:14 PM
 Final Approval Date: 09/04/2009

DATE: September 3, 2009

2009

Transfer

DEPARTMENT HEAD: Agapito Vargas



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

ACCOUNT NUMBER: 9-1311-431-00-122-240-1-XXX

AI-17318 9/15/09

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	EL CHARRO #2-ROADS	339	EL CHARRO #2-OTHER PROF SERV	\$3,567.09
TOTAL				3,567.09

REASON: Transfer from (731)EL CHARRO #2-ROADS TO (339)EL CHARRO #2-OTHER PROF SERV in the amounts of \$3,567.09 to cover future expenses for completion of project.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17240

2.BB.

Pct. #4 Landfill (1100)

CC CONSENT

Date: 09/08/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
432-->679 \$ 2,500.00; funds available as of 09/02/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:05 AM	APRV
2	Ana Galvan	Anna Galvan	09/02/2009 12:36 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:19 PM	APRV

Form Started By: Jr. Munoz

Started On: 08/31/2009 09:28 AM

Final Approval Date: 09/04/2009

DATE: August 31, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

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

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT CODE	TO	OBJECT NAME
432	Equipt. & Vehicle R&M Svcs.	679	Other R&M Supplies

TOTAL:

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COURT

AI-17300

2.CC.

Pct. #4 R&B (1204)

CC CONSENT

Date: 09/08/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
731-->664 \$ 5,000.00; funds available as of 09/04/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 08:32 AM	APRV
2	Ana Galvan	Anna Galvan	09/04/2009 02:53 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:01 PM	APRV

Form Started By: Jr. Munoz

Started On: 09/02/2009 04:35 PM

Final Approval Date: 09/04/2009

AI-17256
Pipeline Permit
CC CONSENT

4.A.

Date: 09/08/2009
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 165' going north from an existing line on the east side of 9N and boring mile 2W from east to west- Line Ext- Bore- Javier Diaz Sr (3/4" service connection)
2. Texas Gas Service (A Division of Oneok):
 - a. Propose to install a 6" gas line along Goodwin Rd between Mile 2 and Mile 3.

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:26 AM	APRV
2	Olga Garza	Olga Garza	09/03/2009 01:44 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:27 PM	APRV

Form Started By: Sandra Garcia
Started On: 09/01/2009 10:44 AM

Final Approval Date: 09/04/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 8th day of September, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The 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 165' going north from an existing line on the east side of 9N and boring mile 2W from east to west- Line Ext- Bore- Javier Diaz Sr (3/4" 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 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.

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 8th day of September, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Texas Gas Service (A Division of Oneok)

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 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. Propose to install a 6" gas line along Goodwin Rd between Mile 2 and Mile 3.

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

**Home Rehab applications
CC CONSENT**

Date: 09/08/2009
 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 Weslaco, one (1) applicant in the City of Mercedes, one (1) applicant in the City of Donna and four (4) applicants in the Countywide area 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
Baldomero & Yolanda Montano Deferred Loan - Disabled Reconstruct	WE 80-09-03	Weslaco Precinct # 1	HOME 2008	Lot 17 in Block 7, Gonzalez Addition to Weslaco, Hidalgo County, Texas.
Rodrigo & Angelica Cantu Deferred Loan - Elderly Reconstruct	ME 50-90-04	Mercedes Precinct #1	HOME 2008	Lots 6 & 7 of the West Liberty Drive out of the Queen City Annex to the City of Mercedes, Hidalgo County, Texas.
Paula V. Lopez Deferred Loan - Elderly Reconstruct	DO 15-09-05	Donna Precinct #1	HOME 2008	Lots 3 & 4, Block 48, North Addition of the Townsite of Donna, Hidalgo County, Texas.
Concepcion & Juanita Jasso Deferred Loan - Elderly Reconstruct	CW 85-09-06	Countywide Precinct # 1	HOME 2008	All of Lot 12, 13 & 14, Block 25 Original Townsite of Rollo, Hidalgo County, Texas.
Amalio & Oralía Lopez Deferred Loan - Elderly Reconstruct	CW 85-09-07	Countywide Precinct # 4	HOME 2008	Lot 39, Sandy Ridge Subdivision, Hidalgo County, Texas.
Gonzalo & Victoria Valdez Deferred Loan - Elderly Reconstruct	CW 85-09-08	Countywide Precinct # 1	HOME 2008	Lot 7, Block 21, Original Townsite of Rollo Hidalgo County, Texas.
Alejandro & Irma Loyde Deferred Loan 70% - Loan 30% Reconstruct	CW 85-09-09	Countywide Precinct # 4	HOME 2008	Lot 37, O.T. Subdivision, Phase II, Hidalgo County, Texas.

The amount of assistance to the family will be determined after receiving 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 County Funds
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Utilizing Urban County HOME funds under the 2008 budget.

Attachments

Link: [family applications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:17 PM	APRV
2	Perla Lopez	Perla Lopez	09/02/2009 04:30 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:14 PM	APRV

Form Started By: Estella Webber

Started On: 09/02/2009 02:31 PM

Final Approval Date: 09/04/2009

Housing Rehab Program

ENTITY: City of Weslaco

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 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

**Baldomero & Yolanda
Montano**

Family of two (2)	
Applicant's age is 61, spouse age is 60	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$786.79
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 12,372.00
HUD Income Limits (family of 2):	\$ 29,200.00

Existing Dwelling: 2 bedrooms frame home, built in 1940.

RECOMMENDATION:

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

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 December 2006, 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

**Rodrigo & Angelica
Cantu**

Family of two (2)	
Applicant's age is 71 and spouse's age is 71	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B & AH
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$2,566.79
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 23,160.68
HUD Income Limits (family of 2):	\$ 27,900.00

Existing Dwelling: 3 bedrooms frame home, built in 1971.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of Donna

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 September 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

Paula V. Lopez	Family of two (2)
	Applicant's age is 75 and daughter's age is 55
	Title Search: No Abstract & Liens
	Flood Zone: No –
	Insurance: N/A
	Structures: 1
	Taxes: current
	Assets & Deposits: \$300.00
	Debt to Income Ratio: N/A
	Pay Back: No - Deferred Loan - Elderly
	Number of Bedrooms: 2
	Square Feet: 864
	Total annual household income: \$ 27,018.68
	HUD Income Limits (family of 2): \$ 27,900.00

Existing Dwelling: 3 bedrooms frame home, built in 1971.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide

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 November 2005, 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

**Concepcion & Juanita
Jasso**

Family of two (2)	
Applicant's age is 72 and spouse's age is 67	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 15,276.00
HUD Income Limits (family of 2):	\$ 27,900.00

Existing Dwelling: 3 bedrooms frame home, built in 1940.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide

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 April 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

**Amalio & Oralia
Lopez**

Family of two (2)	
Applicant's age is 85 and spouse's age is 51	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 15,868.80
HUD Income Limits (family of 2):	\$ 27,900.00

Existing Dwelling: 2 bedrooms frame home, built in 1990.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide

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 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

**Gonzalo & Victoria
Valdez**

Family of two (2)	
Applicant's age is 63 and spouse's age is 64	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$274.00
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 13,752.00
HUD Income Limits (family of 2):	\$ 27,900.00

Existing Dwelling: 3 bedrooms frame home, built in 1963.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide

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 December 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

Alejandro & Irma Loyde

Family of six (6)	
Applicant's age is 40, spouse age is 37, son's ages are 11 & 1 month and daughter's ages are 9 & 3.	
Title Search:	No Abstract & Liens
Flood Zone:	No-Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$373.49
Debt to Income Ratio:	39%
Pay Back:	Yes – 30% payback & 70 % Deferred
Number of Bedrooms:	3
Square Feet:	1242
Total annual household income:	\$ 11,814.40
HUD Income Limits (family of 6):	\$ 42,350.00

Existing Dwelling: 2 bedrooms frame home, built in 1970.

RECOMMENDATION:

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

Rental of Edinburg Activity Center for Health Fair

CC CONSENT

Date: 09/08/2009
 Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
 Submitted For: Health Dept./Flora Vazquez
 Department: COMMISSIONERS' COURT EXEC. OFFICE
 Agenda Category: Budget and Management

Information

CAPTION

Approval of City of Edinburg's Application for Non-Profit Rental Rates of the Edinburg Activity Center on October 19, 2009 for Health Fair being conducted by the Health & Human Services Department & authorize County Judge or Court Member to sign application

BACKGROUND

Rental Fee is to be paid by Health Dept.

Fiscal Impact

FISCAL YEAR: ACCT. #:
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Approval of application only.
 Rental fees (if any) will possible be paid from grant funds.

Attachments

Link: [application](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:19 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/04/2009 02:39 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:18 PM	APRV

Form Started By: Monica Badillo
Started On: 09/02/2009 03:40 PM

Final Approval Date: 09/04/2009

CITY OF EDINBURG

APPLICATION FOR NON-PROFIT RENTAL RATES

As provided by Article III, Section 16-49b of Public Facilities Ordinance number 1004 dated May 17, 1983, a resident non-profit organization may apply for special rates provided the conditions below are met.

- 1. The event date must be available 30 days or less in advance of the booking date.
- 2. Proof of non-profit status:
 - A. Copy of Internal Revenue Service exemption letter
 - B. Tax exemption number # 74-6000717
 - C. If and when your application has been approved, you are required to pay your deposit and 50% of the rent. Your deposit will be refunded providing there are no damages to the center. Also you will be responsible for picking up the K E Y for center if needed.
 - D. Please note any changes or cancellations must be made a month in advance, or when your contract is executed.

NAME OF ORGANIZATION: Hidalgo County
ORGANIZATION'S ADDRESS: _____

PHONE: (956) 383-6221 / 292-7025
PERSON TO CONTACT: Rosie Bryan / Flora Vasquez

ORGANIZATION'S PRESIDENT: _____
ORGANIZATION'S FUNCTION: _____

ORGANIZATION'S EXPLANATION FOR THE USE OF THE PUBLIC FACILITY:
Health Fair (Employees of Hidalgo County)

DATE REQUESTED: 10/19/09 TIME REQUESTED: 7am-5pm

FACILITY REQUESTED: Edinburg Activity Center

APPLICANT'S SIGNATURE _____ DATE _____

FOR OFFICE USE ONLY

APPROVED _____
DISAPPROVED _____ RECEIVED BY _____ APPROVED BY _____
EXPLANATION: _____

AI-17307

6.B.

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

Date: 09/08/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$ 226,376.59 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for period 08/15-21/2009

08/15/09 to 08/21/09	\$ 226,376.59
TOTAL:	\$ 226,376.59

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [08-15-21-2009](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 10:20 AM	APRV
2	Olga Garza	Olga Garza	09/04/2009 09:02 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:15 PM	APRV

Form Started By: Flora Vazquez
Started On: 09/03/2009 09:11 AM

Final Approval Date: 09/04/2009

Settlement Association Group Nbr Section N Group Name Coverage Claim Type Member ID

1	1	21185	9001 HIDALGO	Blue Cross Basic Cove	845733134
1	1	21185	9001 HIDALGO	Blue Cross Basic Cove	845733134
1	1	21185	9001 HIDALGO	Blue Cross Basic Cove	841189390
1	1	21185	9001 HIDALGO	Blue Shield Basic Cove	839751401

1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	848262063
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	848262063
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	848262063
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	848262063
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	848262063
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	848262063
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841411281

1	1	21185	9002 HIDALGO	Blue Cross Basic Cove	841052249
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	841052249

\$0.00

Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
0000200922951851430X	Single	8/12/2009	\$500.00	\$500.00	0.00%	\$0.00	
0000200923251828090X	Single	8/14/2009	\$1,000.00	\$1,000.00	0.00%	\$0.00	
0000200922551874040X	Single	8/3/2009	\$1,200.00	\$1,200.00	0.00%	\$0.00	
0000200922950580980X	Family Mer	8/5/2009	\$48.40	\$48.40	0.00%	\$0.00	
BASIC PLAN:			\$2,748.40	\$2,748.40	0.00%	\$0.00	
0000200923250463240X	Single	8/18/2009	\$42.54	\$42.54	0.00%	\$0.00	
0000200923250463240X	Single	8/18/2009	\$41.85	\$41.85	0.00%	\$0.00	
0000200923250463240X	Single	8/18/2009	\$25.00	\$25.00	0.00%	\$0.00	
0000200923250463240X	Single	8/18/2009	\$23.96	\$23.96	0.00%	\$0.00	
0000200922950500230X	Single	8/11/2009	\$20.70	\$20.70	0.00%	\$0.00	
0000200922950500230X	Single	8/11/2009	\$71.35	\$71.35	0.00%	\$0.00	
0000200923250479520X	Single	8/16/2009	\$78.00	\$78.00	0.00%	\$0.00	
0000200923250556800X	Single	8/15/2009	\$135.10	\$135.10	0.00%	\$0.00	
0000200923250556800X	Single	8/15/2009	\$8.80	\$8.80	0.00%	\$0.00	
0000200923250556820X	Single	8/17/2009	\$78.00	\$78.00	0.00%	\$0.00	
0000200922650478410X	Single	7/6/2009	\$47.59	\$47.59	0.00%	\$0.00	
0000200922650478410X	Single	7/6/2009	\$15.94	\$15.94	0.00%	\$0.00	
0000200922650478410X	Single	7/6/2009	\$24.26	\$24.26	0.00%	\$0.00	
0000200922650556070X	Single	7/6/2009	\$392.11	\$392.11	0.00%	\$0.00	
0000200922650556070X	Single	7/6/2009	\$40.21	\$40.21	0.00%	\$0.00	
0000200922650556070X	Single	7/6/2009	\$40.21	\$40.21	0.00%	\$0.00	
0000200922650556070X	Single	7/6/2009	\$30.24	\$30.24	0.00%	\$0.00	
BUY-UP PLAN:			\$1,115.86	\$1,115.86	0.00%	\$0.00	
0000200922551873980X	Single	8/3/2009	\$1,140.00	\$1,140.00	0.00%	\$0.00	
0000200922650524750X	Single	7/13/2009	\$5.50	\$5.50	0.00%	\$0.00	
BUY-UP PLAN:			\$1,145.50	\$1,145.50	0.00%	\$0.00	
TOTAL:			\$5,009.76				

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

FOR THE PERIOD OF August 15 thru 21, 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 \$ 226,376.59.

- 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 08/15-21/2009 is \$ 226,376.59.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of September 8, 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

09-02-2009
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

**Expansion-Existing Pool-Licensed Sex Offender Treatment Providers
CC CONSENT**

Date: 09/08/2009
 Submitted By: Sandy Suarez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet(i.e. requirements, qualifications, scope of services, legal notice and draft contract etc.) as attached hereto for: Hidalgo County Juvenile Probation "Expansion To Existing Pool For Licensed Sex Offender Treatment Providers" RFP No.: 2009-378-09-30-SGS.

BACKGROUND

- 1) Current Contract expires on 02/16/10. "Expansion" to concur with current existing Pool term.
- 2) Specification/Requirements were previously approved by Mr. Silva.
- 3) Purposed Schedule of Events:
 - a) 1st Advertisement: Sept. 12th, 2009
 - b) 2nd Advertisement: Sept. 19th, 2009
 - c) Bid Opening Date: Sept. 30th, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-32-330-001-0-331
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 Available balance as of 9/03/09 is \$42,372.55.

Attachments

- Link: [Exhibit A/Legal/Draft Contract](#)
 Link: [Email Request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2009 12:54 PM	APRV
2	Budget & Management	Erika Zamora	09/02/2009 01:29 PM	APRV
3	Erika Zamora	Erika Zamora	09/03/2009 03:07 PM	APRV
4	Perla Lopez	Perla Lopez	09/03/2009 03:52 PM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 02:20 PM	APRV

Form Started By: Sandy Suarez
 Started On: 08/31/2009 10:16 AM

Final Approval Date: 09/04/2009

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

**“EXPANSION TO EXISTING POOL FOR LICENSED SEX
OFFENDER TREATMENT PROVIDERS”**

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

**“EXPANSION TO EXISTING POOL FOR LICENSED SEX
OFFENDER TREATMENT PROVIDERS”**

RFP NO: 2009-378-09-30-SGS

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is seeking sealed proposals from Licensed and Certified treatment providers for the “Expansion To Existing Pool For Licensed Sex Offender Treatment Provider” on an “As Needed Basis”. Service “Pool/Roster” shall be effective upon approval by Commissioners Court with termination date to concur with current existing pool term with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for the “Expansion To Existing Pool For Licensed Sex Offender Treatment Providers”. Request For Proposals will be accepted until **9:30 A.M., Wednesday, September 30, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFP Number: 2009-378-09-30-SGS

US Postal Mail Address:

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

Physical Address:

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

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

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

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

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, September 23, 2009 at 5:00 P.M. at (956) 318-2629 . Responses will be sent to all applicants via facsimile or via e-mail by Friday, September 25, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. This project will be an “Expansion” to the existing Pool of licensed Sex Offender Treatment Providers.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

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.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

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

TERM OF CONTRACT:

It is intended that the "Expansion to the existing pool shall be effective upon approval by Commissioners Court with termination date to concur with current existing pool term" with County's option to renew/extend for additional two (2), one (1) 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 next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Provider(s) who are qualified as a Licensed Sex Offender Treatment Provider(s). The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

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

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain **any/all** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to establish an "Expansion To Existing Pool" of qualified licensed "Sex Offender Treatment Provider(s)" that meet the following specifications/requirements.

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include, but are not limited to:
 - a. Conducting individual , family and/or group counseling appropriate for the needs of each Client;
 - b. Conducting psychosexual examinations of the Clients as required by the Department,
 - c. Conducting other evaluations and tests on each Client as required by the Department;
 - d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
 - e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
 - f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation for the "Expansion To Existing Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation is to be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S):** **(30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how

services and requirements will be rendered as detailed for the "Request For Proposal". "Expansion to Existing Pool for Licensed Sex Offender Treatment Provider" should include any local issues or concerns that directly affect the Licensed Sex Offender Treatment Provider(s) 'understanding of the project.

3. **COST:** (20 Points)
Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to expand the existing "Pool/Roster" will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, September 30, 2009.**

All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

RFP NO: 2009-378-09-30	BUYER: SANDY SUAREZ	Tel. No: (956) 318-2626
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REQUEST FOR PROPOSALS/QUALIFICATIONS

Hidalgo County
Edinburg, Texas

“EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS”

SEPTEMBER 30, 2009

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2009-378-09-30-SGS

1. Sealed proposals/qualifications will be received for Hidalgo County for: "**EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements 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 RFPs 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, **RFP NO: 2009-378-09-30-SGS-"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"** 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., Wednesday, September 30, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2009-035-01-28-YSI-LICENSED SEX OFFENDER COUNSELOR.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, September 23, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 25, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all 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 proposal and thoroughly familiarize

himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposals.

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, 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 sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this /qualifications 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/Qualifications. 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 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. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

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 – **“EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS”**
 - 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:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Maria Elena Gaitan, Accountant
P O Box 267
Edinburg, TX 78540
956-587-6200

17. Schedule of Events

Projected Proposal/Qualifications Opening, 9:30 A.M., September 30, 2009
Project/Anticipated Award Date: _____, 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 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 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

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 Proposer 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 PROPOSER.**

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.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal/Qualifications
“EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER
TREATMENT PROVIDERS”

RFP NO: 2009-378-09-30-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

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 thirty (30) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(Must be submitted with bid packet)

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the _____ of _____ 2009, by and between _____ the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department") and _____, **LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

- (a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

- (b) Conducting psychosexual examination of the Clients as required by the Department;
- (c) Conducting other evaluations and tests on each Client as required by the Department;
- (d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
- (f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations up to \$_____Maximum per Evaluation

Psychosexual Evaluations up to \$_____ Maximum per Evaluation
Update/Addendum

Individual and/or up to \$_____ Maximum per Client per
Family Counseling hour

Group Counseling up to \$_____ per person Maximum per
Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax,

withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on _____, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department:

Hidalgo County Juvenile Probation
Department
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

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

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

**HIDALGO COUNTY JUVENILE PROBATION
DEPARTMENT**

By: _____
Israel "Buddy" Silva, Jr., Director and Chief
Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

NAME -LSOTP

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, August 26, 2009 3:22 PM
To: 'elena.gaitan@jpd.co.hidalgo.tx.us'; 'buddy.silva@jpd.co.hidalgo.tx.us'
Subject: Sex Offender Treatment Services

Importance: High

Hello Mr. Silva/Elena;

It is not possible to add another counselor to the current contract/pool for the above referenced services with Steven Zak and Jerry Amaya. It's better to bid it out and state the project to expand the existing pool. Upon bidding this services, the additional counselor(s) term will expire at the same time the current contract with Steven and Jerry expires, which will be until 02/16/10. At that time, it has the option to renew two (2)-one (1) year renewals. Let me know if you wish to proceed in bidding this expansion that way this project can be assigned.

On the "Wrap Around Project", let me know also how you wish to proceed. Should you have any questions and or concerns please let me know. 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

3:57- 8/26/09

As per Mr. Silva - bid out expansion to existing pool - to expire the same term of current - 2/16/10.

Buzer - needs to get the name of the individuals he has in mind to participate.

**Approval-1 Yr. Extension-Border State Electric
CC CONSENT**

Date: 09/08/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Electrical Materials and Supplies" for Hidalgo County, under the same rates, terms, and conditions with Border State Electric. C-08-055-08-19-effective 09/14/09-09/13/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: various
FUNDS AVAILABLE Y/N?: n/a MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
see attached exp. report as of 09/03/09 for funding source. rc

Attachments

Link: [Letter Extension](#)

Link: [exp. report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 01:30 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 02:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2009 05:11 PM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 05:20 PM	APRV

Form Started By: Rocio Villarreal
Started On: 09/02/2009 04:57 PM

Final Approval Date: 09/04/2009



PURCHASING DEPARTMENT
County Of Hidalgo

September 2, 2009

Border State Electric
Alfonso Cerda, Account Manager
1924 W. Trenton Rd.
Edinburg, Texas 78539

Via-Facsimile: (956) 668-1971

Re: C-08-055-08-19-Electrical Materials and Supplies for Hidalgo County

Dear Mr. Cerda:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 8, 2009 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 5:00 p.m., September 4, 2009, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

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.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

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>
9-1100-412-00-002-001-0-671	93RD DC-BLDG&OTHR STRUC R&M SUPPL	501.00	.00	.00	.00	501.00 .00
9-1100-412-00-003-001-0-671	139TH DC-BLDG&OTHR STRUC R&M SUPPL	500.00	.00	.00	.00	500.00 .00
9-1100-412-00-004-001-0-671	206TH DC-BLDG&OTHR STRUC R&M SUPPL	100.00	.00	.00	.00	100.00 .00
9-1100-412-00-005-001-0-671	275TH DC-BLDG&OTHR STRUC R&M SUPPL	379.40	.00	.00	.00	379.40 .00
9-1100-412-00-008-001-0-671	389TH DC-BLDG&OTHR STRUC R&M SUPPL	250.00	.00	.00	.00	250.00 .00
9-1100-412-00-011-001-0-671	449TH DC-BLDG&OTHR STRUC R&M SUPPL	990.48	.00	947.59	947.59	42.89 95.67
9-1100-412-00-024-001-0-671	CCL#4-BLDG&OTHR STRUC R&M SUPPL	.00	.00	.00	.00	.00 .00
9-1100-412-00-026-001-0-671	CCL#6-BLDG&OTHR STRUC R&M SUPPL	500.00	131.80	.00	.00	368.20 26.36
9-1100-412-00-066-001-0-671	JP PCT 3/PL 2-BLDG&OTHR STRUC R&M SUPPL	1,461.63	.00	.00	.00	1,461.63 .00
9-1100-412-00-080-002-0-671	CRIM DA-BLDG&OTHR STRUC R&M SUPPL	2,000.00	.00	.00	.00	2,000.00 .00
9-1100-412-00-090-001-0-671	DIST CLERK-BLDG&OTHR STRUC R&M SUPPL	500.00	105.66	.00	.00	394.34 21.13
9-1100-414-00-130-001-0-671	ELECTIONS DEPT-BLDG&OTHR STRUC R&M SUPPL	10,000.00	.00	.00	.00	10,000.00 .00
9-1100-415-00-200-001-0-671	INFO TECH DEPT-BLDG&OTHR STRUC R&M SUPPL	4,000.00	.00	2,412.05	2,412.05	1,587.95 60.30
9-1100-415-00-200-002-0-671	IT COUNTYWIDE-BLDG&OTHR STRUC R&M SUPPL	3,000.00	.00	.00	.00	3,000.00 .00
9-1100-415-14-115-001-0-671	DBM-BUDGET DIV-BLDG&OTHR STRUC R&M SUPPL	250.00	222.00	.00	.00	28.00 88.80
9-1100-415-15-140-001-0-671	TAX OFF-BLDG&OTHR STRUC R&M SUPPL	4,229.00	395.90	609.33	609.33	3,223.77 23.77
9-1100-415-21-170-001-0-671	CO AUDITOR-BLDG&OTHR STRUC R&M SUPPL	500.00	.00	.00	.00	500.00 .00
9-1100-415-40-180-001-0-671	CO CLERK-BLDG&OTHR STRUC R&M SUPPL	1,000.00	.00	.00	.00	1,000.00 .00
9-1100-415-50-190-002-0-671	HUMAN RESOURCES-BLDG&OTHR STRUC R&M SUPPL	.00	.00	.00	.00	.00 .00
9-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG&OTHR STRUC R&M SUPPL	207,500.00	25,653.60	99,824.19	99,824.19	82,022.21 60.47
9-1100-421-00-280-001-0-671	SHERIFF-BLDG&OTHR STRUC R&M SUPPL	3,000.00	49.29	90.00	90.00	2,860.71 4.64
9-1100-422-10-300-001-0-671	EMERG SRVS-FM-BLDG&OTHR R&M SUPPL	500.00	.00	128.70	128.70	371.30 25.74
9-1100-423-00-320-001-0-671	ADULT PROB-BLDG&OTHR STRUC R&M SUPPL	500.00	.00	.00	.00	500.00 .00
9-1100-423-21-280-002-0-671	JAIL-BLDG&OTHR STRUC R&M SUPPL	100,000.00	9,990.42	54,122.74	54,122.74	35,886.84 64.11
9-1100-423-32-330-001-0-671	JUV DET HM-BLDG&OTHR STRUC R&M SUPPL	13,000.00	1,543.75	4,838.03	4,838.03	6,618.22 49.09
9-1100-432-00-121-001-0-671	PCT1 SANITATION-BLDG&OTHR STRUC R&M SUPPL	2,570.00	84.70	1,308.29	1,308.29	1,177.01 54.20
9-1100-432-00-122-001-0-671	PCT2 SANITATION-BLDG &OTHR STRUC R&M SUP	3,500.00	.00	14.99	14.99	3,485.01 .43
9-1100-432-00-123-001-0-671	PCT3 SANITATION-BLDG&OTHR STRUC R&M SUP	2,900.00	473.13	213.85	213.85	2,213.02 23.69
9-1100-432-00-124-001-0-671	PCT4 SANITATION-BLDG &OTHR STRUC R&M SUP	.00	.00	.00	.00	.00 .00

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>
9-1100-441-00-340-001-0-671	HEALTH ADM-BLDG&OTHR STRUC R&M SUPPL	2,500.00	.00	.00	.00	2,500.00 .00
9-1100-441-00-340-003-0-671	HEALTH CLINICS-BLDG&OTHR STRUC R&M SUPPL	1,500.00	.00	.00	.00	1,500.00 .00
9-1100-444-00-240-001-0-671	HUMAN SERVICES-BLDG&OTHR STRUC R&M SUPPL	.00	.00	.00	.00	.00 .00
9-1100-451-10-115-033-0-671	HISTORICAL COMM-BLDG&OTHR STRUC R&M SUPP	16.00	.00	.00	.00	16.00 .00
9-1100-461-00-380-001-0-671	TX AGRILIFE EXT-BLDG&OTHR STRUC R&M SUPP	500.00	.00	.00	.00	500.00 .00
9-1100-466-00-122-018-0-671	PCT2 CRC-BLDG & OTHR STRUC R&M SUPPL	130.00	.00	.00	.00	130.00 .00
9-1100-466-00-122-082-0-671	PCT2 CRC (S.TOWER)-BLDG & OTHR STRUC R&M	200.00	474.50	-452.54	-452.54	178.04 10.98
9-1200-431-00-122-004-0-671	CO SHOP-BLDG&OTHR STRUC R&M SUPPL	328.98	.00	226.08	226.08	102.90 68.72
9-1201-431-00-121-004-0-671	PCT1 RD ADM-BLDG&OTHR STRUC R&M SUPPL	2,600.00	18.08	1,184.29	1,184.29	1,397.63 46.25
9-1201-431-00-121-005-0-671	PCT1 P/U RD-BLDG & OTHR STRUC R&M SUPPL	5,000.00	.00	220.84	220.84	4,779.16 4.42
9-1202-431-00-122-005-0-671	PCT2 RD ADM-BLDG & OTHER STRUC R&M SUPPL	3,900.00	9.99	1,448.44	1,448.44	2,441.57 37.40
9-1202-431-00-122-006-0-671	PCT2 P/U RD-BLDG & OTHER STRUC R&M SUPPL	4,000.00	.00	510.90	510.90	3,489.10 12.77
9-1203-431-00-123-004-0-671	PCT3 RD ADM-BLDG & OTHR STRUC R&M SUPPL	.00	.00	.00	.00	.00 .00
9-1203-431-00-123-005-0-671	PCT3 P/U RD-BLDG & OTHR STRUC R&M SUPPL	15,642.31	.00	779.76	779.76	14,862.55 4.98
9-1204-431-00-124-005-0-671	PCT4 RD ADM-BLDG & OTHER STRUC R&M SUPPL	288.09	.00	.00	.00	288.09 .00
9-1204-431-00-124-007-0-671	PCT4 P/U RD-BLDG & OTHER STRUC R&M SUPPL	700.00	182.32	288.77	288.77	228.91 67.30
9-1211-452-00-121-013-0-671	PCT1 PARKS-BLDG & OTHR STRUC R&M SUPPL	15,661.74	3,295.18	10,491.19	10,491.19	1,875.37 88.03
9-1212-452-00-122-008-0-671	PCT2 PARKS-BLDG & OTHR STRUC R&M SUPPL	3,373.79	.00	1,198.04	1,198.04	2,175.75 35.51
9-1213-452-00-123-008-0-671	PCT3 PARKS-BLDG & OTHR STRUC R&M SUPPL	14,516.00	2,172.18	1,928.95	1,928.95	10,414.87 28.25
9-1214-452-00-124-009-0-671	PCT4 PARKS-BLDG & OTHER STRUC R&M SUPPL	500.00	493.47	.00	.00	6.53 98.69
9-1243-412-00-023-002-0-671	PROBATE COURT-BLDG&OTHR STRUC R&M SUPPL	1,000.00	.00	.00	.00	1,000.00 .00
9-1247-412-50-100-001-0-671	LAW LIBRARY-BLDG&OTHR STRUC R&M SUPPL	1,300.00	.00	.00	.00	1,300.00 .00
9-1252-412-00-270-012-0-671	HIDTA US TREASURY-BLDG&OTHR STRUC R&M	500.00	.00	.00	.00	500.00 .00
9-1292-441-00-350-001-9-671	WIC ADM-BLDG&OTHR STRUC R&M SUPPL	3,511.21	894.90	2,199.74	2,199.74	416.57 88.14
9-1292-441-00-350-009-9-671	WIC EBT-BLDG&OTHR STRUC R&M SUPPL	2,000.00	.00	1,752.60	1,752.60	247.40 87.63
9-1295-423-00-330-028-0-671	WESL B/C-BLDG&OTHR STRUC R&M SUPPL	1,500.00	.00	.00	.00	1,500.00 .00
9-1297-423-00-320-005-9-671	RESTITUTION CTR-BLDG&OTHR STRUC R&M SUPP	5,298.00	.00	2,596.98	2,596.98	2,701.02 49.02

Hidalgo County

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>
9-1297-423-00-320-020-9-671 SATF-BLDG&OTHR STRUC R&M SUPPL	6,398.60	2,142.13	1,664.74	1,664.74	2,591.73	59.50
9-1334-412-00-220-010-0-671 CO,2004-B&G CRTHSE-BLDG&OTHR STRUC R&M	557.50	557.50	.00	.00	.00	100.00
9-1334-419-40-220-011-0-671 CO,2004-B&G OLD JAIL-BLDG&OTHR STRUC R&M	326.49	326.49	.00	.00	.00	100.00

AI-17297

7.C.

BCAP Pct No. 1, Round 3

CC CONSENT

Date: 09/08/2009
 Submitted By: Yvette Islas, PURCHASING DEPT.
 Submitted For: Agapito Vargas
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Authority to advertise for Road & Drainage Construction of BCAP 3rd call project McKee Subdivision with plans and specifications drafted by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-896-0-731/733
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object codes 731 & 733 have \$53,328.00 and \$36,100.00 available as of 9/04/09.

Attachments

Link: [17297 ai req](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 04:47 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 04:54 PM	APRV
3	Erika Zamora	Erika Zamora	09/04/2009 04:09 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/04/2009 04:13 PM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 05:20 PM	APRV

Form Started By: Yvette Islas

Started On: 09/02/2009 04:03 PM

Final Approval Date: 09/04/2009

ai#
17297

Yvette Islas


From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2009 3:11 PM
To: 'Yvette Islas'; Marty
Cc: John Paul Lugo; joseph.palacios@co.hidalgo.tx.us; Marcie Jackson; 'Agapito Vargas'
Subject: Sept 8, 2009 CC agenda item

Yvette can you please place this item on CC for Tuesday 8th September 2009:
Approval to advertise 3rd Call Border Colonias Access Program project McKee Subdivision (CSJ: 3C1080896)
As directed by project engineer, *TEDSI Infrastructure Group*
Account Number: 9-1312-431-00-121-896-0-731 & 733

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

 Please refrain from printing this email unless completely necessary. Go Green!

**Authority to Utilize COOP & Modification of Agreement
CC CONSENT**

Date: 09/08/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

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

Vendor	Contract Description	Contract #
Hon-Business Interiors by Staples-Corpus Christi	Office Furniture	3-711090-60
Hon-Business Interiors by Staples-Austin	Office Furniture	3-711090-59
Hon-Business Interiors by Staples-San Antonio	Office Furniture	3-711090-62

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

2. Requesting authority to modify current copier lease agreement by adding the scanning services for Precinct 4 through our membership/participation with (TCPN) The Cooperative Purchasing Network awarded vendor Xerox contract #071710902 through requisition #161793 for the amount of \$126.73/month. Effective: Upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Various
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 see attached expenditure report for funding sources. rc

FISCAL YEAR: Y ACCT. #: 9-1204-431-00-124-005-0-780
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 \$380.19 available funds in re #161793 as of 09/03/09. rc

Attachments

Link: [HON BY Business Interiors by Staples](#)

Link: [Xerox Modified Agreement](#)

Link: [exp. report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 11:11 AM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 01:41 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2009 04:56 PM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 05:23 PM	APRV

Form Started By: Matilde Faz
Started On: 09/02/2009 01:36 PM
Final Approval Date: 09/04/2009



Approved
#17219

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

9/8/09

Search

Consent

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.



THE HON COMPANY
Contract TXMAS-3-711090

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA

Send PO to:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA
Vendor ID: 14214914740

Invoice From:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA
Vendor ID:

Delivery: 60 DAYS ARO OR SOONER

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: THE HON COMPANY
PO BOX 404422
ATLANTA GA 30384-4422
USA
Vendor ID:

Vendor ID: 14214914740

Business Type: Large

DUNS #: 147814735

Effective: 2/26/2003

Expires: 2/14/2010

CONTACT: RANDY HERMANN
Phone 563-264-7086
HERMANNR@HONCOMPANY.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
AUSTIN BUSINESS FURNITURE	AUSTIN	TX	<u>TXMAS-3-711090-1</u>	No	MR. JIM MARSHALL 512-832-6400 x19 jmarshall@abfurn.com
BUSINESS INTERIORS	EL PASO	TX	<u>TXMAS-3-711090-3</u>	No	EDWARD HOWELL 915-591-9393 ed.howell@businessinteriors-ep.com
SEWCO, INC. DBA ELLIOT RUSSELL	AMARILLO	TX	<u>TXMAS-3-711090-5</u>	No	MR. RON WATTS 806-372-2236 rmwatts@arn.net
			<u>TXMAS-</u>	Yes	VAL BROWN



Window on State Government

Consent
1/22/09
9/8/09

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

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.

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BUSINESS INTERIORS BY STAPLES – CORPUS CHRISTI
Contract TXMAS-3-711090-60

Dealer for:

THE HON COMPANY

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA

Delivery: 60 DAYS ARO OR SOONER

FOB Point: DESTINATION

Terms: NET 30 DAYS

Send PO to:
BUSINESS INTERIORS BY
STAPLES
3411 LEOPARD STREET
CORPUS CHRISTI TX 78408
USA
Vendor ID: 10433908166

Remit To: BUSINESS INTERIORS BY
STAPLES – CORPUS CHRISTI
STAPLES CONTRACT AND
COMMERCIAL, INC.
39143 TREASURY CENTER
CHICAGO IL 60694-9100
USA
Vendor ID:

Invoice From:
BUSINESS INTERIORS BY
STAPLES
STAPLES CONTRACT AND
COMMERCIAL, INC.
6400 HOLLISTER
HOUSTON TX 77040
USA

Vendor ID: 10433908166

Business Type: Small

DUNS #: 151064821

WORKSPACE RESOURCE	CONROE	TX	<u>TXMAS-3-711090-43</u>	No	JAMES STROLE 936-756-1512 JSTROLE@WORKSPACE-RESOURCE.COM
OFFICE SOURCE	TEXARKANA	TX	<u>TXMAS-3-711090-44</u>	Yes Gender=F, Ethnicity=WO	ROBERT L. DAVIS 903-794-3113 RDAVIS@OSOURCE.NET
WILSON OFFICE INTERIORS	DALLAS	TX	<u>TXMAS-3-711090-45</u>	No	JOHN SAMPLE 972-488-4100 JSAMPLE@WILSONOI.COM
CONVENIENCE OFFICE SUPPLY	AUSTIN	TX	<u>TXMAS-3-711090-46</u>	Yes Gender=F, Ethnicity=WO	BILL MEARS 512-835-1891 x163 BILLMEARS@COSAINC.COM
ABLES-LAND, INC.	TYLER	TX	<u>TXMAS-3-711090-47</u>	Yes Gender=F, Ethnicity=WO	JULIE ABLES 903-593-8407 JULIE@ABLESLAND.COM
TOTAL OFFICE SOLUTIONS	WACO	TX	<u>TXMAS-3-711090-48</u>	Yes Gender=F, Ethnicity=WO	BOBBY STERLING 254-235-8200 TOTAL_OFFICE@GRANDECOM.NET
PREFERRED OFFICE PRODUCTS	DALLAS	TX	<u>TXMAS-3-711090-54</u>	No	ANDREW ATKINSON 214-358-1200 ANDREWA@POPEXPRESS.COM
ANDERSEN SCHOEL OFFICE INTERIORS	HARKER HEIGHTS	TX	<u>TXMAS-3-711090-55</u>	No	J C SCHOEL 254-698-1483 JC@ANDERSENSCHOEL.COM
OAK CLIFF OFFICE PRODUCTS	DALLAS	TX	<u>TXMAS-3-711090-56</u>	No	KEN CALDWELL 214-943-7421 KENC@OAKCLIFFOFFICESUPPLY.COM
DC INTERIORS	SAN ANTONIO	TX	<u>TXMAS-3-711090-57</u>	Yes Gender=F, Ethnicity=HI	DARLENE CASIAS 210-496-9922 DARLENE@DCIOFFICE.COM
MCKINNEY OFFICE SUPPLY	MCKINNEY	TX	<u>TXMAS-3-711090-58</u>	Yes Gender=F, Ethnicity=WO	JEANINE HALL 972-562-5020 JEANINEH@MCKINNEYOFFICESUPPLY.COM
BUSINESS INTERIORS BY STAPLES - AUSTIN	CHICAGO	IL	<u>TXMAS-3-711090-59</u>	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY STAPLES - CORPUS CHRISTI	CHICAGO	IL	<u>TXMAS-3-711090-60</u>	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY STAPLES - HOUSTON	CHICAGO	IL	<u>TXMAS-3-711090-61</u>	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY	CHICAGO	IL	<u>TXMAS-3-</u>	No	PAM OLIVER 713-934-6302

STAPLES – SAN
ANTONIO711090-
62PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 2/26/2003 through 2/14/2010 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-28F-8047H.

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: \$100

Maximum Order: \$500,000

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: HON, The HON Company, Office , Furniture, Office Furniture, Desks, Panels, Systems, Panels Systems, Chairs, Seating, Wood Seating, Steel Seating, Files , Filing, Storage, Files and Storage, Tables, Conference Tables, Conference Rooms, Laminate, Veneer, LAN Furniture, Computer Desks, Park Avenue, 92000 Series, 95000 Series, 10700 Series, Valido, 10600 Series, 10500 Series, 94000 Series, Perpetual, 38000 Series, Initiate, Sleek, Simplicity II, Mentor, Expectations, Director Series , 2900 Series, Meadowbrook, 6540 Series, 6550 Series, Presence, Pillow-soft, M3, Cambia, Convergence, Allure, Gamut, 3100 Series, Tiempo, Solutions Seating, Resolution, Sensible Seating, Instinct, Mobius, Alaris, 7700 Series, ComforTask, ValuTask, Every-Day Chairs, 24-Hour Chairs, Pyramid, Big or Tall Chair, Nesting Chairs, Reception Seating, Multi-Purpose Chairs, Olson Flex Stacker, Olson, Guest Stacker, Education Chairs, Folding Chairs, Storage, Laminate Storage, Desk towers, Worksurfaces, Storage Cabinets, Wardrobe, Mobile Pedestal, Flagship, Efficiencies, 800 Series, 700 Series, 600 Series, K Pull Series, F Pull Series, File Centers, Shelf Files, Track Filing, Flamesafe, Binder Storage, Tercero, Occasional Table, Training Table, Hospitality Table, Utility Table, Communication Support, Podium, Hospitality Cart, Coffee Table , Traditional, Presentation Cabinet, Station Master, Modular, Activity Tables, iLevel Tables, Education Workstation, Essential Foundations, Practical Foundations, Laptop Storage Cart, Projection Screen, Projector Cart, Monitor Cart, Accomplish Student Desk, Teacher Desk, Book cart, Literature Rack, Hutch, Executive Office , Manager Office , Call Center, Reception Desk, Peninsula, Overhead Storage, Keyboard Tray , Center Drawer, Task Light, Articulating Keyboard Platform, Corner Sleeve, Paper Management, One-key, Cableway, Raceway, Desk, Pedestal, Credenza, Return, Lateral file, Vertical file, Bookcase, Storage Cabinet, Chair, Seating, Task, Ergonomic, Stool, Stack chair, Guest Chair, Guest Seating, Wire Management, Grommet, Core removable lock, Classroom, Computer Lab, Cafeteria, Art Room, Library, Student, Teacher, Lounge,

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 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

Requisition

Req # 00161793

PO #

Date: 09/02/09

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: T. Mata
956-383-3112

Contract No:

Special Instructions:
Pct Req#026

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	MONTH	DO NOT DUPLICATE ORDER CC123(SOT CC123 Dup/Dadf) S/N TFW035678 Adding- Scanning Feature to existing agreement 952821817 Addl monthly cost 126.73. This request is cover the months fo , Oct, Nov & Dec'09. <u>Account No</u> ----- 9-1204-431-00-124-005-0-780	126.73 Encumbrance ----- 380.19 Freight .00 Total 380.19	380.19 .00 380.19
		DO NOT DUPLICATE ORDER		

Authorized By: _____

Lease Pricing PROPOSAL

*Consent
#117279
9/8/09*



Photo for Display Only

Presented to HIDALGO COUNTY PCT 4

By Damaris Morales

On 8/11/2009

CASH PURCHASE OPTION \$ 4,562.28

FIXED PRICE OPTION \$ 166.83

Negotiated Contract : 071710902

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. CC123 (SOT CC123 DUP/DADF) S/N TFW035678	<ul style="list-style-type: none"> - Adding - lo-reqs'hdd'on Cc/wc - Cc To Wc Upgrade Kit - Scan Upgrade Kit - Analyst Services 	Lease Term: 35 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 952821817 for CC123 S/N TFW035678. Additional monthly cost: \$126.73	9/1/2009

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. CC123	\$247.24	1: Total	All Prints	N/A	- Consumable Supplies Included for all prints
Total	\$247.24	Minimum Payments (Excluding Applicable Taxes)			

*120.5'
126.73 scanning
615820*

*Ref
117279*

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY PCT 4. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 9/10/2009.

For any questions, please contact me at (956)682-1820



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>
9-1100-412-00-002-001-0-743	93RD DC-OFFICE FURNITURE & EQUIPMENT	1,500.00	.00	.00	.00	1,500.00	.00
9-1100-412-00-004-001-0-743	206TH DC-OFFICE FURN & EQUIP	4,000.00	.00	3,800.00	3,800.00	200.00	95.00
9-1100-412-00-009-001-0-743	398TH DC-OFFICE FURN & EQUIPMENT	1,600.00	.00	.00	.00	1,600.00	.00
9-1100-412-00-011-001-0-743	449TH DC-OFFICE FURN & EQUIP	4,872.90	.00	.00	.00	4,872.90	.00
9-1100-412-00-080-002-0-743	CRIM DA-OFFICE FURN & EQUIPMENT	4,700.00	.00	3,989.00	3,989.00	711.00	84.87
9-1100-412-00-090-001-0-743	DIST CLERK-OFFICE FURN & EQUIPMENT	29,900.00	10,365.08	15,372.00	15,372.00	4,162.92	86.08
9-1100-414-00-130-001-0-743	ELECTIONS DEPT-OFFICE FURN & EQUIP	41,550.10	6,600.10	.00	.00	34,950.00	15.88
9-1100-415-00-200-001-0-743	INFO TECH DEPT-OFFICE FURN & EQUIPMENT	5,560.61	3,426.00	1,455.72	1,455.72	678.89	87.79
9-1100-415-00-200-002-0-743	IT COUNTYWIDE-OFFICE FURN & EQUIPMENT	29,000.00	.00	4,095.97	4,095.97	24,904.03	14.12
9-1100-415-14-115-001-0-743	DBM-BUDGET DIV-OFFICE FURN & EQUIP	9,800.00	1,455.72	7,848.29	7,848.29	495.99	94.94
9-1100-415-15-140-001-0-743	TAX OFF-OFFICE FURN & EQUIPMENT	36,000.00	.00	3,242.15	3,242.15	32,757.85	9.01
9-1100-415-16-150-001-0-743	CO TREASURER-OFFICE FURN & EQUIPMENT	2,378.07	.00	.00	.00	2,378.07	.00
9-1100-415-21-170-001-0-743	CO AUDITOR-OFFICE FURN & EQUIP	8,646.00	4,041.76	4,146.00	4,146.00	458.24	94.70
9-1100-415-40-180-002-0-743	CO CLERK RECORD ARCHIVE-OFFICE FURN&EQ	13,600.00	.00	.00	.00	13,600.00	.00
9-1100-415-50-190-002-0-743	HUMAN RESOURCES-OFFICE FURN & EQUIPMENT	7,899.50	.00	4,344.79	4,344.79	3,554.71	55.00
9-1100-419-50-115-059-0-743	DBM-SAFETY DIV-OFFICE FURN & EQUIP	1,500.00	.00	.00	.00	1,500.00	.00
9-1100-421-00-280-001-0-743	SHERIFF-OFFICE FURN & EQUIP	1,001.00	.00	.00	.00	1,001.00	.00
9-1100-421-00-294-001-0-743	CONSTABLE PCT.4-OFFICE FURN & EQUIPMENT	85.42	.00	.00	.00	85.42	.00
9-1100-444-00-240-001-0-743	HUMAN SERVICES-OFFICE FURN & EQUIP	1,141.16	1,140.44	.00	.00	.72	99.94
9-1100-466-00-121-050-0-743	PCT1 CRC-OFFICE FURN & EQUIPMENT	2,585.00	.00	.00	.00	2,585.00	.00
9-1100-466-00-122-082-0-743	PCT2 CRC (S.TOWER)-OFFICE FURN & EQUIP	3,400.00	.00	.00	.00	3,400.00	.00
9-1201-431-00-121-004-0-743	PCT1 RD ADM-OFFICE FURN & EQUIPMENT	5,000.00	.00	.00	.00	5,000.00	.00
9-1204-431-00-124-005-0-743	PCT4 RD ADM-OFFICE FURN & EQUIP	600.00	.00	.00	.00	600.00	.00
9-1213-452-00-123-008-0-743	PCT3 PARKS-OFFICE FURN & EQUIP	500.00	.00	.00	.00	500.00	.00
9-1222-412-00-080-006-0-743	DA BAD CK-OFFICE FURN & EQUIP	11,935.00	.00	.00	.00	11,935.00	.00
9-1223-412-00-080-007-0-743	DA INVESTIGATION HB65-OFFICE FURN & EQUIP	45,000.00	.00	.00	.00	45,000.00	.00
9-1237-415-40-180-003-0-743	CC REC MGMT-OFFICE FURN & EQUIP	28,552.25	19,551.42	2,527.37	2,527.37	6,473.46	77.33
9-1242-412-00-060-001-0-743	JUSTICE CRT TECH-OFFICE FURN & EQUIP	35,000.00	.00	.00	.00	35,000.00	.00

Hidalgo County

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>
9-1246-415-15-140-003-0-743 TAX OFF-OFFICE FURN & EQUIP	5,000.00	.00	.00	.00	5,000.00	.00
9-1247-412-50-100-001-0-743 LAW LIBRARY-OFFICE FURN & EQUIP	3,000.00	.00	.00	.00	3,000.00	.00
9-1252-412-00-270-012-0-743 HIDTA US TREASURY-OFFICE FURN & EQUIP	2,000.00	.00	.00	.00	2,000.00	.00
9-1283-414-00-130-018-7-743 2007 CHAPTER 19-OFFICE FURNITURE & EQUIP	8,246.00	.00	8,246.00	8,246.00	.00	100.00
9-1283-414-00-130-018-8-743 2008 CHAPTER 19-OFFICE FURNITURE & EQUIP	34,950.00	.00	.00	.00	34,950.00	.00
9-1284-421-00-280-037-9-743 OCDE-OFFICE FURNITURE & EQUIPMENT	3,800.00	.00	.00	.00	3,800.00	.00
9-1293-441-00-340-005-0-743 H.D. ADM-OFFICE FURN & EQUIP	16,863.00	11,385.78	.00	.00	5,477.22	67.52
9-1294-423-00-330-014-0-743 COMPUTERIZATION-OFFICE FURN & EQUIP	3,000.00	.00	.00	.00	3,000.00	.00
9-1330-421-00-115-050-0-743 SHERIFF ADM BLDG-OFFICE FURNITURE & EQUI	9,839.00	.00	.00	.00	9,839.00	.00

**Fuel Card Request
CC CONSENT**

Date: 09/08/2009
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

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

a. Juvenile Boot Camp

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

n/a

BACKGROUND

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

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1295-423-00-330-028-0-682
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

As per Elena Gaitan, P.O. # 615498 will be used for this request; Available balance in P.O. #615498 as of 9/03/09 is \$4,896.03.

Attachments

Link: [Juv BC 09.08.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 11:07 AM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 01:40 PM	APRV

3	Perla Lopez	Perla Lopez	09/04/2009 10:03 AM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 02:28 PM	APRV

Form Started By: Ovidio Gonzalez
Started On: 09/01/2009 11:09 AM

Final Approval Date: 09/04/2009

AI-17254

7.F.

BCAP Precinct #2- Round III-Invoice # 1 SAMES, Inc.

CC CONSENT

Date: 09/08/2009
 Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
 Submitted For: Agapito Vargas
 Department: COLONIA ACCESS PROGRAM
 Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of payment for Invoice No. 1 in the amount of \$32,265.68 (3rd Call, Various Colonias) as submitted by project engineer: SAMES Inc. (C-CAP-09-338-08-25)

BACKGROUND

Preliminary Design Phase - 40%

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-9XX-0-334
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#628242

9-1312-431-00-122-937-0-334 has available balance of \$47,521.38 for payment of \$19,008.55. (Aldamas Subd.)

9-1312-431-00-122-900-0-334 has available balance of \$33,142.82 for payment of \$13,257.13. (Morningside South Subd.)

Attachments

Link: [invoice#1 SAMES](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas		09/04/2009 05:26 PM	PEND
2	Purchasing Department	Marty Salazar	09/02/2009 01:08 PM	APRV
3	Budget & Management	Erika Zamora	09/02/2009 01:32 PM	APRV
4	Roland Garcia	Rolando Garcia	09/03/2009 03:35 PM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 05:26 PM	APRV

Form Started By: Marcie Jackson

Started On: 09/01/2009 09:56 AM

Final Approval Date: 09/04/2009

SAM Engineering and Surveying, Inc.



200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

August 31, 2009

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re; Partial Invoice #1 for Engineering Design Services in relation to the Hidalgo County Border
Colonia Access Program 3rd Call, for the County
Contract No.: C-CAP 09-338-08-25 *d*

<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>PERCENT</u>	<u>AMOUNT</u>
1. Preliminary Design Phase			
a. Morningside, Aldamas Unit 1&2	\$ 32,265.68 <i>d</i>	100.0	\$32,265.68 <i>d</i>
2. Final Design Phase			
a. Morningside, Aldamas Unit 1&2	\$ 0.00	0.00	\$0.00
3. Construction Phase			
a. Morningside, Aldamas Unit 1&2	\$ 0.00	0.00	\$0.00
BUDGET	\$32,265.68 <i>d</i>	40.0%	\$32,265.68 <i>d</i>

Total Completed to date; \$ 32,265.68 *d*
Previously Billed \$ 0.00
Balance Due \$ 32,265.68 *d*

Samuel Maldonado
SAMES, INC
By Samuel Maldonado, PE. RPLS

REQ# 161508 P.O.# 628242
9-1312-431-00-122-937-0-334→\$19,008.55
9-1312-431-00-122-900-0-334→\$13,257.13

INVOICE RECEIVED BY: *Martha Adams* ON *9/3/09*
GOODS/SERVICES RECEIVED BY: *Martha Adams* ON *9/3/09*

Engineering Firm: SAMES, INC.
 Border Colonia Access Program- Round III
 Contract No.: C-CAP 09-338-08-25 4

Work Authorization No. 1
 Schedule of Values

TWDB ID	Colonia Name	Engineering Fee	Preliminary Design Phase (%)	Preliminary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Currenty Amount Earned	% Completed	Engineering Fee Available Balance
CSJ # 3C1080900	Morningside Sol	\$ <u>33,142.82</u>	100%	\$ <u>13,257.13</u>	0%	\$ -	0%	\$ -	\$ <u>13,257.13</u>	\$ -	\$ <u>13,257.13</u>	40%	\$ <u>19,885.69</u>
CSJ # 3C1080937	Aldamas 1& 2	\$ <u>47,521.38</u>	100%	\$ <u>19,008.55</u>	0%	\$ -	0%	\$ -	\$ <u>19,008.55</u>	\$ -	\$ <u>19,008.55</u>	40%	\$ <u>28,512.83</u>
	Totals	\$ <u>80,664.20</u>		\$ <u>32,265.68</u>		\$ -		\$ -	\$ <u>32,265.68</u>	\$ -	\$ <u>32,265.68</u>		\$ <u>48,398.52</u>

PROJECT COMPLETION:
 Anticipated Completion Date

31-Dec-09

EXTENSION:
 Date Extension was approved Court

N/A

PROJECT ENGINEER
 Name (Print)

SAMES, INC (Samuel D Maldonado, PE. RPLS)

Signature



Date

27-Aug-09

Colonia Access Program Director

Agapito Vargas

Date

9.3.09

AI-17250

7.G.

**Requesting-One (1) Year Extension-Richard Garza dba Cuartitos.com-
Modular Offices for Hidalgo County**

CC CONSENT

Date: 09/08/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting Authority to exercise the one (1) year extension as provided in the current contract C-08-174-0-0916 for Purchase of Modular Offices - Hidalgo County under the same rates, terms and conditions with Richard Garza dba Cuartitos.com with renewal/extension date effective September 17, 2009 through September 16, 2010.

BACKGROUND

All services will be on an "As Needed Basis".

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1100-419-40-220-001-0-748
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
On an "As Needed Basis".

FISCAL YEAR: 2009 ACCT. #: VARIOUS
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
SEE ATTACHED EXPENDITURE REPORT FOR FUNDING SOURCES.

Attachments

- Link: [08-174 cuartitos contract](#)
- Link: [renewal cuartitos](#)
- Link: [ins1 cuartitos](#)
- Link: [ins2 cuartitos](#)
- Link: [ins3 cuartitos](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2009 01:07 PM	APRV

2	Budget & Management	Erika Zamora	09/02/2009 01:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2009 04:35 PM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 02:22 PM	APRV

Form Started By: Yvette Islas

Started On: 08/31/2009 04:10
PM

Final Approval Date: 09/04/2009

REQUIREMENTS AGREEMENT
C-08-174-0916

THIS AGREEMENT (the "Agreement") is entered into effective as of September 16, 2008 by and between Richard Garza dba Cuartitos.com a **TEXAS Sole Proprietor** ("Seller") and **HIDALGO COUNTY** ("Buyer").

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

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Hidalgo County**" in the areas of **HIDALGO COUNTY** projects for a period of September 16, 2008 from September 16, 2009 with the option to renew for an additional one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid.

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

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

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring

them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: Richard Garza dba Cuartitos.com
3910 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 09/16/08

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

Date: 9-10-08

HIDALGO COUNTY

By: [Signature]

Juan D. Salinas, III, County Judge

Date: 9/22/08

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

Date: 9/23/08

Vendor: Richard Garza dba
CUARTITOS.COM

By: [Signature]

Printed Name: Richard Garza

Title: Owner

Date: 9/29/08

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County
“Purchase of Modular Offices”
Bid No.:08-174-07-23-YSI

Exhibit A

GENERAL REQUIREMENTS

- I. 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.
- II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish “Modular Offices” on an **As Needed Basis** including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County’s best interest to do so.
3. All purchases will be on an **“As Needed Basis”**, there are no set quantities to be purchased.
4. The initial contract term for this project will be for one (1) year with the County’s option to extend for an additional one (1) year term under the same rates, terms and conditions.
5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
6. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit “C”.
7. Hidalgo County reserves the right to award to one (1) or multiple vendors.
9. This contract is not limited to the user departments only. It may be used by any County department(s).
10. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.
11. All Modular Offices must be reconditioned as new or like new.

Hidalgo County
“Purchase of Modular Offices”
Bid No.:08-174-07-23-YSI

SPECIFICATIONS

Standard Container

The following size options must be available:

- 40' x 8'
- 20' x 8'
- 10' x 8'

All “Containers” must meet the minimum specifications listed below.

- Solid Steel Portable Container
- 14 Gauge Steel Exterior
- Solid Steel Cube
- 1 ¼ Maine Grade Solid Cedar Floor
- 6” Channel Iron Under Lay w/Powder Coating
- Solid Steel Double Doors w/Up To 3 Lock Options

All “Containers” must be able to be converted into “Modular Offices” while meeting the minimum specifications listed below.

- 10,000 BTU A/C (for 40' x 8' model)
- 10,000 BTU A/C (for 20' x 8' model)
- 6,500 BTU A/C (for 10' x 8' model)
- 2 Lamp Fluorescent Luminare Lighting Fixture
- 3 Electrical Outlets
- 110 Volt Breaker Box
- Vinyl Flooring (1 x 1 vinyl squares)
- ¼ Lauan Interior Paneling (5.2mm)
- Neutral colored paint finish
- Insulation Equivalent to Pink Panther R-11 3 ½” x 15”
- Outside Electrical Hook-Up
(Quick Connect)

Once converted all “Modular Offices” should have the following as options:



- Windows: Double Pane 44” W x 36” H
Double Pane 36” W x 36” H
- Doors: these must include doors knobs and locks
Standard Metal Door
Standard Double French Doors
Standard “Store Front” Glass Door
- Connections: Telephone Ready Connection
Internet Ready Connection

Price must include delivery and set-up in designated areas in Hidalgo County.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **July 16, 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, July 18, 2008.**

EXHIBIT "B"
PAYMENT SCHEDULE


Hidalgo County

“Purchase of Modular Offices”
Bid No.:08-174-17-23-YSI
Exhibit B

BID PAGE

Standard Container

Standard Container 40' x 8' \$ 7,295.00

Standard Container 20' x 8' \$ 3,700.00

Standard Container 10' x 8' \$ 3,500.00

Modular Offices (standard containers that have been converted meeting specifications)

40' x 8' Modular Office with
 10,000 BTU A/C
 2 Lamp Fluorescent Luminare Lighting Fixture
 3 Electrical Outlets
 110 Volt Breaker Box
 Vinyl Flooring (1 x 1 vinyl squares)
 ¼ Lauan Interior Paneling (5.2mm)
 Neutral colored paint finish
 Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
 Outside Electrical Hook-Up
 (Quick Connect) \$ 22,995.00

20' x 8' Modular Office with:
 10,000 BTU A/C
 2 Lamp Fluorescent Luminare Lighting Fixture
 3 Electrical Outlets
 110 Volt Breaker Box
 Vinyl Flooring (1 x 1 vinyl squares)
 ¼ Lauan Interior Paneling (5.2mm)
 Neutral colored paint finish
 Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
 Outside Electrical Hook-Up
 (Quick Connect) \$ 12,995.00

10' x 8' Modular Office with:
 6,500 BTU A/C
 2 Lamp Fluorescent Luminare Lighting Fixture
 3 Electrical Outlets
 110 Volt Breaker Box
 Vinyl Flooring (1 x 1 vinyl squares)
 ¼ Lauan Interior Paneling (5.2mm)
 Neutral colored paint finish
 Insulation Equivalent to Pink Panther R-11 3 ½" x 15"
 Outside Electrical Hook-Up
 (Quick Connect) \$ 12,495.00

Options

Windows: Double Pane 44" W x 36" H \$ 350.00

Double Pane 36" W x 36" H \$ 305.00

Doors: Standard Metal Door \$ 250.00

Standard Double French Doors \$ 495.00

Standard Single "Store Front" Glass Door \$ 995

Standard Double "Store Front" Glass Door \$ 1,500

Connections: Telephone Ready Connection with 2 outlets \$ 200

Internet Ready Connection with 2 connects \$ 200

Price must include delivery and set-up in designated areas in Hidalgo County

BIDDER/COMPANY NAME RICHARD A. GARZA DBA CUARTITOS.COM

ADDRESS 3910 W. FREDDY GONZALEZ DR.

CITY/STATE/ZIP EDINBURG, TEXAS 78539

PHONE NO/FAX NO 956-383-6295 FAX: 956-381-1176

CELL PHONE NO 956-638-6295

E-MAIL ADDRESS richardagarza@aol.com

AUTHORIZED SIGNATURE 

TITLE OWNER

EXHIBIT "C"
INSURANCE
REQUIREMENTS

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
 1305 SOUTH CLOSER
 P O BOX 1198
 EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
BIC INVESTMENTS AND CUARTITOS.COM
 DBA RICHARD GARZA
 3910 WEST FREDDY GONZALEZ DRIVE
 EDINBURG TX 78539

INSURER A: **PENN-AMERICA**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	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 LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC6792743	08/28/08	08/28/09	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED. EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG.	\$
	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 (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER:					

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

<p>CERTIFICATE HOLDER</p> <p>County of Hidalgo Attn. Purchasing Department 2802 S. Business Highway 281 Edinburg, TX 78539</p> <p>Attention:</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Jack Holt</i> Jack Holt</p>
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 73APR223889

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or their appointed General Agents. Where reference is made to an Aggregate Limit, such limit is the company's maximum liability under the policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 07/22/2008 2:03 PM

NAMED INSURED RICHARD GARZA DBA CUARTITOS.COM

NAMED INSURED'S ADDRESS 3910 W. FREDDY GONZALEZ EDINBURG, TX 78539

INSURANCE COMPANY NAME: NATIONAL LIABILITY & FIRE INSURANCE COMPANY

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
73APR223889	<u>AUTOMOBILE LIABILITY</u>		06/17/2008 10:52 AM 06/17/2009 12:01 AM
	Bodily Injury	Each Person \$ N/A	
		Each Person \$ N/A	
	Property Damage	Each Accident \$ N/A	
	Bodily Injury & Property Damage	Combined Single Limit \$ 500,000	
	In-Tow Coverage	\$ N/A	
	Other: _____	\$ _____	
	<u>GARAGE LIABILITY</u>		
		Auto Only Other than Auto	
	Bodily Injury & Property Damage		
	Combined Single Limit	\$ _____ \$ N/A	
	Aggregate Limit	\$ N/A	
	Garagekeepers Coverage		
	<input type="checkbox"/> Legal Liability <input type="checkbox"/> Direct Primary <input type="checkbox"/> _____	\$ N/A	
	Other: _____	\$ N/A	
<u>CARGO COVERAGE</u>			
Cargo Limit	\$ N/A		
Other: _____	\$ N/A		
		06/17/2008 10:52 AM	

Vehicle Schedule	Comprehensive or Specified Causes	Stated Amount	Phys. Dam Deductible
Vehicle Number (Year, Make, Model, VIN)			
1993 GMC TRUCK 1GDK7H1P4PJ508146	N/A	N/A	N/A
1994 INTERNATIONAL TRUCK 1HT3DPNN0RH551687	N/A	N/A	N/A
1990 KALY TRAILER 1K9E38245L1005051	N/A	N/A	N/A

Don Carson

This Certificate issued to:
 COUNTY OF HIDALGO ATTN: PURCHASING DEPT
 2802 S. BUSINESS HWY. 281
 EDINBURG, TX 78539

This Certificate issued by:
 Burns & Wilcox Ltd.
 2301 E. Lamar Blvd. 5th Floor
 Arlington, TX 76006

PRODUCER Phone 956-383-0117 Fax 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
 1305 SOUTH CLOSNER
 P O BOX 1198
 EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Richard A Garza dba
BIC INVESTMENTS AND CUARTITOS.COM
 3910 WEST FREDDY GONZALEZ DRIVE
 EDINBURG TX 78539

INSURER A: **Texas Mutual Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES


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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$												
		AUTOMOBILE LIABILITY <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$												
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Q000968577	09/04/08	09/04/09	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTHER</td> <td></td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E L DISEASE-EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E L DISEASE-POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTHER		E L EACH ACCIDENT		\$ 500,000	E L DISEASE-EA EMPLOYEE		\$ 500,000	E L DISEASE-POLICY LIMIT		\$ 500,000
WC STATU-TORY LIMITS	OTHER																	
E L EACH ACCIDENT		\$ 500,000																
E L DISEASE-EA EMPLOYEE		\$ 500,000																
E L DISEASE-POLICY LIMIT		\$ 500,000																
		OTHER:																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 Richard A Garza-Owner is excluded under Worker's Compensation Coverage.
 Blanket Waiver of Subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER
 County of Hidalgo
 Attn: Purchasing Department
 2802 S Business Hwy 281
 Edinburg, Texas 78539

 Attention:

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

 Jack Holt

IMPORTANT

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PURCHASING DEPARTMENT
County Of Hidalgo

August 31, 2009

Richard Garza dba Cuartitos.com
3910 West Freddy Gonzalez Drive
Edinburg, Texas 78539

Via e-mail: Belinda Menchaca [bmenchaca@bicinvestments.com]

Re: *Renewal/Extension- C-08-174-09-16*
Hidalgo County-Purchase of Modular Offices

Dear Mr. Garza:

Commissioners' Court will take applicable action (Tuesday, September 08, 2009) in connection with Hidalgo County's option to the one (1) year term extension as provided in the current contract referenced above for: "Hidalgo County-Purchase of Modular Offices", under the same rates, terms and conditions. Renewal/Extension date effective as of September 17, 2009 terminating, September 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, September 03, 2009, 3:00 P.M., via facsimile to (956) 956-292-7612, attn: Yvette S. Islas, Buyer II or by email: yvette.islas@co.hidalgo.tx.us

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000, extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____

Date: 08/31/09

Sincerely,

Yvette S. Islas, Buyer II
Hidalgo County Purchasing Department

xc: file

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
 1305 SOUTH CLOSER
 P O BOX 1198
 EDINBURG TX 78539

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INSURERS AFFORDING COVERAGE **NAIC #**

INSURED
BIC INVESTMENTS AND CUARTITOS.COM
 DBA RICHARD GARZA
 3910 WEST FREDDY GONZALEZ DRIVE
 EDINBURG TX 78539

INSURER A: **PENN-AMERICA**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAC6792743	08/28/09	08/28/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>					PRODUCTS-COMP/OP AGG.	\$
	<input checked="" type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 premises location at: 3105 West University Drive, Edinburg, Texas
 and 3109 West University Drive, Edinburg, Texas

CERTIFICATE HOLDER

County of Hidalgo
 Attn. Purchasing Department
 2802 S. Business Highway 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 Jack Holt

Attention:

IMPORTANT

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PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
 1305 SOUTH CLOSER
 P O BOX 1198
 EDINBURG TX 78539

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INSURERS AFFORDING COVERAGE **NAIC #**

INSURED
Richard A Garza dba
BIC INVESTMENTS AND CUARTITOS.COM
 3910 WEST FREDDY GONZALEZ DRIVE
 EDINBURG TX 78539

INSURER A: **Texas Mutual Insurance Company**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED. EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS-COMP/OP AGG.	\$
		AUTOMOBILE LIABILITY <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 (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001194438	09/04/09	09/04/10	<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 Richard A Garza-Owner is excluded under Worker's Compensation Coverage.
 Blanket Waiver of Subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER

County of Hidalgo
Attn: Purchasing Department
2802 S Business Hwy 281
Edinburg, Texas 78539

Attention:

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AUTHORIZED REPRESENTATIVE


 Jack Holt

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 1305 SOUTH CLOSNER
 P O BOX 1198
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INSURERS AFFORDING COVERAGE **NAIC #**

INSURED
CUARTITOS.COM
 C/O RICHARD GARZA
 3910 W. FREDDY GONZALEZ
 EDINBURG TX 78539

INSURER A: **NATIONAL LIABILITY & FIRE INSURANCE CO.**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED. EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS-COMP/OP AGG.	\$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	73APR223889	06/17/09	06/17/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER:					

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

CERTIFICATE HOLDER

County of Hidalgo
 Attn. Purchasing Department
 2802 S. Business Highway 281
 Edinburg, TX 78539

Attention:

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AUTHORIZED REPRESENTATIVE


 Jack Holt

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AI-17243

7.H.

Requesting Authority to Advertise-Drug & Alcohol Testing for Hidalgo County Employees

CC CONSENT

Date: 09/08/2009
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Hidalgo County
Requesting authority to advertise and approval of procurement packet (i.e. specifications, requirements, legal notice, draft service agreement etc.) as attached hereto for "Hidalgo County-Drug and Alcohol Testing Services for Hidalgo County Employees" Bid No. 2009-219-sma

BACKGROUND

- 1. Current Contract expires December 31, 2009
- 2. Proposed Schedule of Events:
1st Advertisement--September 12, 2009
2nd Advertisement--September 19, 2009
Bid Opening Date--- September 30, 2009

Fiscal Impact

FISCAL YEAR: 2009-2010 ACCT. #: X-1100-419-50-115-059-0-339
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Services will commence on January 2010
2010 budget year.

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2009 01:05 PM	APRV
2	Budget & Management	Erika Zamora	09/02/2009 01:31 PM	APRV
3	Erika Zamora	Erika Zamora	09/03/2009 03:08 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	09/03/2009 05:21 PM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 02:21 PM	APRV
Form Started By: Sandra Montalvo			Started On: 08/31/2009 11:45 AM	

MEMORANDUM

(Revised Specifications)

To: Esther Cortez, HR Director via email: esther.cortez@co.hidalgo.tx.us
Roy Quintanilha, Safety Director via email: roy.quintanilha@co.hidalgo.tx.us

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: August 18, 2009, August 24, 2009

Re: Bid No. 2009-219-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

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 #: _____

<i>Esther A. Cortez / epc</i>	<i>Esther A. Cortez / epc</i>	<i>Human Resources</i>	<i>09.04.09</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 by no later than August 26, 2009 @ 10:00 a.m.

Enclosures

EXHIBIT “A”
SPECIFICATIONS/ REQUIREMENTS

HIDALGO COUNTY
“DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY
EMPLOYEES”

RFB NO.: 2009-219-09-30-SMA

EXHIBIT "A"
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES
BID NO. 2009-219-09-30-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS."
2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
3. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the U.S. Department of Transportation (DOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.
4. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements and The County of Hidalgo Drug and Alcohol Policy.

SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.
2. Vendor shall have ability to conduct a Drug and Alcohol Testing Services Program in accordance to The County of Hidalgo Drug and Alcohol Policy (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.
3. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required.
4. Conducting Services in accordance with The County of Hidalgo Drug and Alcohol Policy including but not limited to:
 - a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
 - b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
 - c. Reasonable Suspicion;
 - d. Employee found in possession of drugs and/or alcohol;
 - e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
 - f. Post accident and/or critical near miss;
 - g. Random Testing for safety-sensitive positions should already include CDL drivers.
5. Vendor must provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT.
6. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for DOT required specimens.
7. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.
8. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD using breath. The confirmatory test can only be conducted using an EBT.
9. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job

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classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and must meet DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor must provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor must specify the test procedures that will be utilized. The vendor must also include a plan for performing random testing at the Hidalgo County Human Resources Department and/or multiple locations simultaneously.

Before notification of a positive test result (other than alcohol), on any/all employees regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

10. Vendor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.
11. Vendor must hand deliver positive result to Hidalgo County Human Resources Department. Negative results will be mailed in a sealed confidential envelope through a delivery service such as UPS, Federal Express, etc. or hand delivered to the Hidalgo County Human Resources Department.
12. Test results other than "stat" must be performed and results returned within seventy (72) hours. Those requiring a longer incubation period will be mandated, that the results be returned within forty-eight (48) hours after incubation period. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.
13. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
14. As per Department of Transportation (DOT) regulations and as approved by Hidalgo County Commissioner's Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, is considered negative and no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.
15. Vendor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week.
16. **QUALIFICATIONS OF THE VENDOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor must provide the County Purchasing Department with all licenses and certificates when they are renewed.
17. Vendor must provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both DOT and NON DOT collections.
18. **BID PRICE** must include an individual and a total test charges (fees) for the following:
 - **PANEL 5**
 - Amphetamines:
 - Amphetamine
 - Methamphetamine
 - Cocaine Metabolites
 - Marijuana Metabolites
 - Opiates:
 - Morphine
 - Codeine
 - Phencyclidine (PCP)
 - **Alcohol**

Bid must indicate fees for urine and breath tests as requested on Bid Page (Exhibit "B").

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BID NO. 2009-219-09-30-SMA

19. **TESTING SITE**– On site and/or off site testing will require the Vendor to provide appropriate private facilities in Hidalgo County to conduct these tests. Including a locked, secured box, etc. for private articles where applicable.

TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.
2. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.
3. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded Vendor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
6. Any contract awarded to a successful bidder will be in effect until;
 - The contract expires
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellations.
7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.
8. Vendor(s) have been in business for at least two (2) years.
9. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").
10. 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.
11. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
12. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

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 procedures 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

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HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES
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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 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 contactor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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 Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Wednesday, September 23, 2009 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, Friday, September 25, 2009 by 5:00 P.M.

Bid No: 2009-219-09-30-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2665 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY “DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”

BID OPENING DATE: September 30, 2009 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

1. Sealed bids will be received for **“HIDALGO COUNTY – DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”** 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-200-219-09-30-SMA-HIDALGO COUNTY- DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”** and in County's Purchasing Department, 2812 s. Business Highway 281, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 30, 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-2009-219-09-30-SMA. HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”**. 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 items 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-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** 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 Human Resources Department
 100 E. Cano 1st Floor
 Edinburg, Texas 78539
 ATTN.: Esther Cortez, Director
 (956) 318-2660

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>SEPTEMBER 30, 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 . 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
“DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 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 SUMITTED WITH BID)

Hidalgo County or his designated agent(s). 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 _____, 2010 and ending _____, 2012 and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional

insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company _____

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. 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.

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

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

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

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr. County Clerk

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

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "B" VENDOR'S BID

EXHIBIT "C" INSURANCE REQUIREMENTS

EXHIBIT "D"
CONFLICT OF INTEREST FORM
(CIQ)

VENDOR/BIDDER APPLICATION

DEBARMENT FORM

RFB PACKET

AI-17242

7.I.

**BCAP Application for Payment No. 2 El Charro No. 2 Pct. No. 2
CC CONSENT**

Date: 09/08/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Application for Payment No. 2 in the amount of \$41,378.40 from Alvarez Construction contracted vendor for El Charro # 2 Subdivision submitted by R. Gutierrez Engineering Corporation. C-CAP-09-001-04-21.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-240-1-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

amount available in PO#622455 is \$127,886.50 as of 09/03/09.

available balance in account is \$2,000.00 to cover increase in change order no.1

A PO increase was submitted 8/31/09 to increase PO#622455 to the current contract price of \$196,300.50

Attachments

Link: [Application for Payment No. 2 El Charro No. 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	09/02/2009 11:20 AM	APRV
2	Purchasing Department	Marty Salazar	09/02/2009 01:04 PM	APRV
3	Budget & Management	Erika Zamora	09/02/2009 01:30 PM	APRV
4	Roland Garcia	Rolando Garcia	09/03/2009 11:20 AM	APRV
5	Auditor's Office	Linda Fong	09/04/2009 05:26 PM	APRV

Form Started By: Marcie Jackson

Started On: 08/31/2009 11:09 AM

Final Approval Date: 09/04/2009

APPLICATION FOR PMT #2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Alvarez Construction (CONTRACTOR)
 Contract: C-CAP-09-001-04-21
 Project: El Charro #2
 OWNER's Contract No. C-CAP-09-001-04-21 ENGINEER's Project No. ENG05.012K
 For Work accomplished through the date of: 20-Aug-2009

1. Original Contract Price:		\$ 194,300.50
2. Net change by Change Orders and Written Agreements (+ or -):		\$ 2,000.00
3. Current Contract Price (1 plus 2):		\$ 196,300.50
4. Total completed and stored to date:		\$ 112,390.00
5. Retainage (per Agreement):		
<u>10% of completed Work:</u>	\$ 11,239.00	
<u>10% of stored material:</u>	\$	
Total Retainage:		\$ 11,239.00
6. Total completed and stored to date less retainage (4 minus 5):		\$ 101,151.00
7. Less previous Application for Payments:		\$ (59,772.60)
8. Balance to Finish:		\$ 83,910.50
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 41,378.40

Alvarez 8.31.09

REQ#153732 P.O.#622455
9-1311-431-00-122-240-1-733 → \$45,976.00
<-4,597.60> = \$41,378.40

Accompanying Documentation:

CONTRACTOR'S Certification:

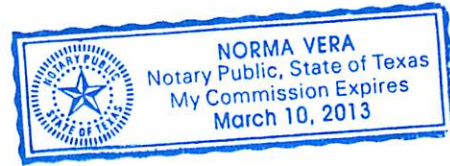
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 27-Aug-09 Alvarez Construction
 CONTRACTOR

By: *Armando Alvarez*

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 27th
 day of August

Norma Vera
 Notary Public
 My Commission expires: March 10, 2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 27-Aug-09 R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

By: *R. Gutierrez* P.E. 8/29/09

INVOICE RECEIVED BY:
Esmeralda Motin ON 8-28-09
 GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8-28-09

INVOICE RECEIVED BY:
Manuel Pacheco ON 8/31/09
 GOODS/SERVICES RECEIVED BY:
Manuel Pacheco ON 8/31/09

Contractor Name: Alvarez Construction
 Starting Date: 8-May-2009
 Project Ending Date: 22-Jul-2009
 Retainage Percent: 10%

Application: PMT #2
 Application Date: 27-Aug-2009
 Period To: 20-Aug-2009
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-001-04-21	El Charro #2	\$ 194,300.50	\$ 196,300.50	\$ 66,414.00	\$ 6,641.40	\$ 59,772.60	\$ 45,976.00	\$ 4,597.60	\$ 41,378.40	\$ 112,390.00	\$ 11,239.00	\$ 101,151.00	\$ 59,772.60	\$ 83,910.50
TOTALS:		\$ 194,300.50	\$ 196,300.50	\$ 66,414.00	\$ 6,641.40	\$ 59,772.60	\$ 45,976.00	\$ 4,597.60	\$ 41,378.40	\$ 112,390.00	\$ 11,239.00	\$ 101,151.00	\$ 59,772.60	\$ 83,910.50

Contractor Name: Alvarez Construction
 Starting Date: 8-May-2009
 Project Ending Date: 22-Jul-2009
 Engineer's / County Project Desc: EI Charro #2

Application: PMT #2
 Application Date: 27-Aug-2009
 Period To: 20-Aug-2009
 Engineer's / County Project No.: ENG05.012K

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2			Balance To Finish		
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1	402	Trench Excavation Protection	LF	\$ 4.00	870.00	\$ 3,480.00	\$ 4.00	870.00	\$ 3,480.00	591.00	591.00	\$ 2,364.00	279.00	870.00	\$ 1,116.00	\$ 3,480.00	0.00	\$ -
2	432	Concrete Riprap (CL C)	CY	\$ 500.00	5.00	\$ 2,500.00	\$ 500.00	5.00	\$ 2,500.00			\$ -			\$ -	\$ -	5.00	\$ 2,500.00
3	464	RCP (CL III)(18")	LF	\$ 30.00	291.00	\$ 8,730.00	\$ 30.00	291.00	\$ 8,730.00	291.00	291.00	\$ 8,730.00		291.00	\$ -	\$ 8,730.00	0.00	\$ -
4	464	RCP (CL III)(24")	LF	\$ 40.00	383.00	\$ 15,320.00	\$ 40.00	383.00	\$ 15,320.00	383.00	383.00	\$ 15,320.00		383.00	\$ -	\$ 15,320.00	0.00	\$ -
5	464	RCP (CL III)(30")	LF	\$ 45.00	308.00	\$ 13,860.00	\$ 45.00	308.00	\$ 13,860.00			\$ -	308.00	308.00	\$ 13,860.00	\$ 13,860.00	0.00	\$ -
6	465	Inlet (Ty A)	EA	\$ 4,000.00	9.00	\$ 36,000.00	\$ 4,000.00	9.00	\$ 36,000.00	7.00	7.00	\$ 28,000.00	2.00	9.00	\$ 8,000.00	\$ 36,000.00	0.00	\$ -
7	465	Inlet (Ty C)	EA	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	1.00	1.00	\$ 4,000.00		1.00	\$ -	\$ 4,000.00	0.00	\$ -
8	465	Inlet (Ty F2)	EA	\$ 6,000.00	3.00	\$ 18,000.00	\$ 6,000.00	3.00	\$ 18,000.00			\$ -	3.00	3.00	\$ 18,000.00	\$ 18,000.00	0.00	\$ -
9	465	Manhole (Ty A)	EA	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00			\$ -	1.00	1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -
10	467	Safety End Treatments (6:1)	EA	\$ 2,000.00	4.00	\$ 8,000.00	\$ 2,000.00	4.00	\$ 8,000.00	4.00	4.00	\$ 8,000.00		4.00	\$ -	\$ 8,000.00	0.00	\$ -
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 6.50	9,887.00	\$ 64,265.50	\$ 6.50	9,887.00	\$ 64,265.50			\$ -			\$ -	\$ -	9,887.00	\$ 64,265.50
12	529	Concrete Valley Gutter (4-Ft)	LF	\$ 18.00	420.00	\$ 7,560.00	\$ 18.00	420.00	\$ 7,560.00			\$ -			\$ -	\$ -	420.00	\$ 7,560.00
13	530	Driveways (CONCRETE)	SY	\$ 27.00	355.00	\$ 9,585.00	\$ 27.00	355.00	\$ 9,585.00			\$ -			\$ -	\$ -	355.00	\$ 9,585.00
14		Inlet Adjustment	EA	\$ -	0.00	\$ -	\$ 1,000.00	2.00	\$ 2,000.00			\$ -	2.00	2.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -
Total						\$ 194,300.50			\$ 196,300.50			\$ 66,414.00			\$ 45,976.00			\$ 83,910.50

Printed Name:

Javier Gutierrez

Date:

27-Aug-2009

Signature:



AI-17310

7.J.

Pct 4 Drainage Improvement Project - Inv# 7190-QHA-C-08-477-12-09

CC CONSENT

Date: 09/08/2009
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of payment for Inv.#7190 (Pmt# 3) in the amount of \$5,100.00 submitted by Quintanilla, Headley & Associates, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-08-477-12-09 (WA #2) (PO#618942) engineering services for the "San Carlos Drainage Improvements Project - Pct# 4" (Aguilar and Fike Ponds) .

BACKGROUND

Invoice #7190-QHA w/Memo frm Pct 4

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-039-0-733
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#618942 available balance as of 9-4-09 is \$266,175. Funding available as of 9-4-09 Program 039 available bal. \$209,975 Invoice Amt.--> \$5,100

Reference C-08-477-12-09 PO# 618942 Est. Total \$548,100

Pmt#	Invoice	Amount	AI	Date
1	7079	165,040	14971	4-14-09
2	7126	116,885	15893	6-15-09
3	7190	5,100	17310	9-8-09

Attachments

Link: [Inv#7190-QHA w/Memo Pct 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 01:37 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 02:03 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/04/2009 08:27 AM	APRV
4	Auditor's Office		09/04/2009 05:28 PM	NEW

Form Started By: Letty Saenz

Started On: 09/03/2009 11:10
AM

Final Approval Date: 09/04/2009

Quintanilla, Headley & Associates, Inc.
 124 E. Stubbs St.
 Edinburg, TX 78539

DATE	INVOICE #
8/26/2009	7190

BILL TO

Hidalgo County Precinct No. 4
 Rinaldo Muñoz, Jr.
 1051 N. Doolittle Road
 Edinburg, Texas 78542

AUG 31 2009

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS AGUILAR AND FIKE PONDS	5,100.00
WORK AUTHORIZATION No. 2 CONTRACT # C-08-477-12-09 PURCHASE ORDER #: 618942 PAYMENT REQUEST No. 3	
FIKE POND: ADDITIONAL WORK: GEOTECHNICAL SERVICES \$5,100.00 (85.71% COMPLETE) TOTAL: \$10,200.00 PREVIOUS PAYMENT: \$5,100.00 AMOUNT DUE: \$5,100.00	0.00

Thank you for your
business!

Total \$5,100.00

Requisition

Req # 00150567

PO # 618942

Date: 03/05/09

Bill To: x
x

Vendor: 154024
QUINTANILLA, HEADLEY AND ASSOCIATES,
124 EAST STUBBS STREET
EDINBURG TX 78539

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-3112

Contract No: C-08-477-12-09

Special Instructions:
PCT. REQ. #0358

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	LOT	C-08-477-12-09 WORK AUTHORIZATION #2 UNDER CONTRACT #08-477-12-09, APPROVED CC OF 3/3/09 UNDER ITEM AI-14289 DO NOT DUPLICATE ORDER	485,200.00	485,200.00
1.00		WORK AUTHORIZATION #2 UNDER CONTRACT #08-477-12-09 APPROVED COMMISSIONERS' COURT OF 3/3/2009 UNDER ITEM AI- 14289, FOR THE "SAN CARLOS DRAINAGE IMPORVEMENT PROJECT": AGUILAR AND FIFE PONDS (102.68 GROSS ACRES)	62,487.00	62,487.00
1.00		06/010/09 p.o. increase suppl. agrmnt#1 approved 05/12/09 b#7502 lg 06/16/09 p.o. increase b#7739	413.00	413.00
		Account No	Encumbrance	
		9-1339-431-00-124-038-0-733	218,300.00	
		9-1339-431-00-124-039-0-733	266,900.00	
			Freight	.00
			Total	548,100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



County of Hidalgo Pct. 4

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

MEMO

DATE: September 02, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7190 ENG 1229; CONTRACT #C-08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7190 ENG 1229 IN THE AMOUNT OF \$5,100.00 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #618942,
ACCOUNT: 9-1339-431-00-124-038-0-733
9-1339-431-00-124-039-0-733

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

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

ATTACHMENTS: Inv., 7190 ENG 1229 & P.O. 618942

Leticia Saenz

From: Antonia Mata [antonia.mata@co.hidalgo.tx.us]
Sent: Wednesday, September 02, 2009 3:24 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Quintanilla, Headly & Associates Pymt 3
Attachments: standard memo QHA.pdf; Pymt 3 P.O..pdf; Pymt 3 P.O invoice.pdf

Good afternoon, would you please place this item on the agenda for payment. Any questions please don't hesitate to call x4024.

Thank you, Toni Mata

**Approval to utilize COOP - Bob Barker Company, Inc.
CC CONSENT**

Date: 09/08/2009
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

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

Vendor	Contract Description	TXMAS Contract #
Bob Barker Company, Inc.	Clothing, Uniforms, Footwear, Accesories, and Hygiene Supplies	TXMAS-8-840140

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-21-280-002-0-611
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Amount available for requisition# 161473 as of 9-4-09 \$4,120.00 for Bob Barker Company Inc.

Attachments

Link: [Bob Barker](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 01:51 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 02:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/04/2009 07:50 AM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 05:19 PM	APRV
Form Started By: Tanya Delira			Started On: 09/03/2009 11:48 AM	
Final Approval Date: 09/04/2009				

**Requisition
HIDALGO COUNTY JAIL**

Req # 00161473

PO #

Date: 08/28/09

Bill To: x
x

Vendor: 90476
BOB BARKER COMPANY, INC.
134 N MAIN STREET
P.O. BOX 429
FUQUAY-VARINA NC 27526
FAX (800)322-7537

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: A. CAVAZOS
956-393-6023

Contract No: TXMAS 8-840140

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
20.00	EACH	DO NOT DUPLICATE ORDER ID BANDS, CLINCHER V ORANGE ITEM # J643P-OR NIGP # 680-73	206.00	4,120.00
1.00		Account No _____	Encumbrance	.00
		9-1100-423-21-280-002-0-611	4,120.00	
			Freight	.00
			Total	4,120.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 161473 P.2

Sales Quote

Quote Number: UT1000104714
Quote Date: 8/17/2009
Quote Expiration Date: 10/16/2009
Customer Code: H10TK1
Customer PO#:
Created By: cray
Quoted To: Tony Cavazos

Bob Barker

Bob Barker Company, Inc.
PO Box 429, Fuquay-Varina, NC 27526-0429
Phone: (800) 334-9880 Fax: (800) 322-7537
Fed. I.D. #: 58-1558082

Hidalgo Cnty Jail
PO Box 1228
Edinburg, TX 78540 US

Hidalgo Cnty Jail
701 E El Cibola Rd
Edinburg, TX 78541 US

Item	Quantity	Unit	Unit Price	Total
J643P-OR ID Bands, Cllno for V Orange/	20	BX	\$206.00	\$4,120.0

When placing your order, please refer to this quote number.

Subtotal:	\$4,120.0
Freight:	
Taxes:	\$0.0
Payment:	
Total:	\$4,120.0

TXMAS-8-840140



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510, rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purposes. 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.



BOB BARKER CO. INC.
Contract TXMAS-8-840140

On-Line Catalog/Order Processing

CLOTHING, UNIFORMS, FOOTWEAR, ACCESSORIES, AND HYGIENE SUPPLIES

Corporate Office:
 BOB BARKER COMPANY, INC.
 118 EAST JONES STREET
 FUQUAY-VARINA NC 27526-0429

USA

Send PO to:
 BOB BARKER CO. INC.
 P.O. BOX 429
 FUQUAY VARINA NC 27526
 USA
 Vendor ID: 15615580626

Invoice From:
 BOB BARKER CO. INC.
 P.O. BOX 429
 FUQUAY VARINA NC 27526
 USA
 Vendor ID:

Delivery: 30 DAYS ARO

Foot Point: DESTINATION

Terms: NET 30 DAYS

Rebill To: BOB BARKER CO. INC.
 P.O. BOX 934785
 ATLANTA GA 31193-4785

USA
 Vendor ID:

Vendor ID: 15615580626

Business Type: Small

DIS #: 058525536

Effective: 7/23/2008

Expires: 7/31/2011

CONTACT: MARIE PATTERSON
 Phone 800-334-9880 x431
MARIEPATTERSON@BOBBARKER.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

<u>Dealer Name</u>	<u>City</u>	<u>State</u>	<u>Contract Number</u>	<u>Hub</u>	<u>Contact Info</u>
ADVANT TECH SOLUTION	SUGAR LAND	TX	TXMAS- 8- 840140-2	Yes Gender=F, Ethnicity=W	CINDY MORENO 832-595-8785 CMORENO@ADVANTTECHSOLUTION.NET

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 7/23/2008 through 7/31/2011 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. CTL060000000A.

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: N/A

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 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 latest mark date on the envelope for the State warrant must be used when a direct deposit transaction was received. 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 shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Bob Barker Company Inc., Bob Barker, detention supplies, clothing, corrections, correctional, prisoner, inmate, dental hygiene, toothbrushes, toothpastes, dental floss, mouthwash, shaving supplies, razors, shaving cream, body wash, bar soap, liquid hand soap,

shampoo, conditioner, ethnic hair care, personal care, deodorant, feminine products, tampons, maxi pads, first aid kit, drug and alcohol screens, latex exam gloves, jumpsuit, jumpsuits, Value Line jumpsuits, head gear, safety vests, work coats, coach jackets, cold weather parkas, sweatpants, hooded sweatshirts, poplin shirts, will work pants, elastic waist jeans, work shirts, jersey shorts, polo tees, t-shirts, knit sport shirts, nightwear, knit pajamas, shorts, white boxers, solid color boxer shorts, briefs, color style women's panties, hi-cut panties, socks, low cut terry sports, ladies' no-show sports, solid color t-shirts, lightweight disposable coveralls, disposable boxer shorts, cloth pullover slippers, footwear, PVC sandals, velcro deck shoe, heavy duty deck shoe, canvas deck shoe, men's canvas women's canvas oxfords, hi-top velcro bobs, men's and women's velcro running shoes, leather lace-up shoes, anti-skid PVC knee boots, overshoe boots, placement boot laces, plain toe leather boots, cominos cards, undergarments, board games, large print crossword books, flexible pen, flexible envelope, writing tablet, college-ruled notebook floor/outdoor basketball, backboard and rim, batteries, compact AM/FM stereo receiver, flame resistant pillow, half size pillows, vinyl cover, sheets, pillowcases, blankets, towels, mattress, flame check ultra cotton core mattress, flame foam core mattress, flame resistant vinyl mattress, mending kit, disposable bedding, disposable sheets, flat sheets, standard size pillowcase, half size blankets, wool blankets, cotton thermal blankets, washcloths, shower room supplies, shower curtain, easy snap plastic shower curtain caps, opaque hookless shower curtains, translucent weave laundry nets, zippered laundry nets, velcro canvas trucks, water soluble laundry bags, single fine bleach, nonchlorine bleach, Bounce fabric glass cleaner, Febreze, Simple Green, GOJO floor cleaner, heavy duty cleaner, dust mop kit, corn and wringer set, toilet brush, mop head, mop orange trash bags, cotton jersey gloves, disposable gloves, kitchen essentials, cloth aprons, disposable spoons, forks, sporks, serrated knife, dish ware, compartment trays, polypropylene bowls, HOT TRAY open delivery carts, portable detectors, Garrett Super Scanner, inspection mirrors, night, Officers Only, stab vests, duty and tactical double cuffs, peerless leg irons, combination stools, stacking armchairs, vehicle partitions, double bunks, triple bunks, wall-mount desks, steel benches, wall mount desk, pedestal tables, communication phone system, rifle locker, stackable gun

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 or call 512-463-8839 or 512-463-2121

[Texas Online](#) | [Statewide Search from the Texas State Comptroller](#) | [State Link Policy](#) | [Texas Homeland Security](#)
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AI-17353

7.L.

Pct 4-Invoice #ENG 1240-J E Saenz & Associates, Inc.-C09-171-05-19

CC CONSENT

Date: 09/08/2009
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Approval of request for payment for Inv. #ENG 1240 (\$ 3,444.11) submitted by J. E. Saenz & Associates, Inc. to issue payment in connection with contract # C-09-171-05-19 Engineering Services and the ROW Acquisition for the Preliminary Design and Construction Phase Services for: "Lakeview Subdivision" located in Pct. No. 4/PO#624526.

BACKGROUND

Invoice #ENG 1240-J E Saenz & Associates Inc.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-401-0-731
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 PO#624526 available balance as of 9-4-09 \$14,678.09.

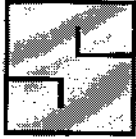
Attachments

Link: [Invoice # ENG 1240-JE Saenz](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 04:22 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 04:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/04/2009 04:35 PM	APRV
4	Auditor's Office		09/04/2009 05:28 PM	NEW

Form Started By: Letty Saenz Started On: 09/04/2009 04:00 PM
 Final Approval Date: 09/04/2009



J.E. SAENZ & ASSOCIATES, INC.

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

INVOICE NO: ENG1240

September 02, 2009

TO:

Hidalgo County Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN:

Oscar Garza, Commissioner

PROJECT:

Design and Construction
ENG 09.001 (B) Lakeview Subdivision

SEP 02 2009
[Handwritten signature]

INVOICE No 2 FOR SERVICES RELATED TO DESIGN AND CONSTRUCTION PHASE SERVICES FOR LAKEVIEW SUBDIVISION WEST OF NORTH MCCOLL.

<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>% COMPLETE</u>	<u>AMOUNT</u>
Phase I, (25%) Data Collection, Survey, Etc.	\$ 6,611.75	100	\$ 6,611.75
Phase II, (50%) Design, Plans, Advertise for Bids, Contract Award, Etc.	\$ 17,190.55	50	\$ 8,595.27
Phase III, (10%) Construction, Coordination, As-Builts, Etc.	\$ 2,644.70	0	\$ 0.00
TOTAL BUDGET:	\$ 26,447.00	57	\$ 15,213.02

TOTAL EARNED: \$15,213.02
PREVIOUSLY INVOICED: \$11,768.91
TOTAL DUE: \$ 3,444.11

TOTAL AMOUNT DUE:

\$3,444.11

e-09-117-05-19

IL Administration Invoices ENGINEERING 2009 FNA 09.001 (B) LAKEVIEW 2, SEPTEMBER 2009.wpd

9-204-431-00-124-00-731
Pot # 0800
Pub. Req. # TSCBVS
P.O. # 624526

[Handwritten signatures]
9-309
9-302

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

1-800-495-2984

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



Purchase Order COUNTY OF HIDALGO

PO#: 624526

DATE: 06/18/09

Page No 1 of 1

VENDOR: 188999 REQ:00156803
FAX (956)383-3735 Email:
Phone:(956)383-2884
J. E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78542

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Vendor Acct:

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions:

PCT. REQ. #0800

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN USE OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE OF EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED.
5. QUANTITY NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
6. 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		
		C-05-171-05-19		
1	LOT	WORK AUTHORIZATION NO. 1, APPROVED COMMISSIONERS' COURT OF 6/8/09 UNDER ITEM AI-15649, FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR : "LAKEVIEW SUBDIVISION WEST OF NORTH McCOLL" WITHIN HIDALGO COUNTY PCT. #4, IN CONNECTION WITH CONTRACT NO. C-05-171-05-19	76,447.00	76,447.00
		REPORT ROAD HAZARDS 1-866-HCR-SAPE OR 1-866-427-7235		
		Total		76,447.00

		For Hidalgo County use only		
		9-1204-431-00-124-401-D-711	50,000.00	
		9-1204-431-00-124-401-D-731	26,447.00	
		Approved		

COPY

Authorized by: Marta B. Salazar



County of Hidalgo Pct. 4

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

MEMO

DATE: SEPTEMBER 03, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #ENG1240; CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #ENG1240 IN THE AMOUNT OF \$3,444.11 FOR J.E. SAENZ & ASSOCIATES, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #624526, ACCOUNT: 9-1204-431-00-124-401-0-731

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

RUMALDO MUNOZ JR. 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1240 & P.O. 624526

Leticia Saenz

From: Rinaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2009 2:02 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Place inv # ENG1240 on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Please place the attached invoice on the next CC.

Munoz Jr