

AI-18086

2.A.

**District Clerk - Intradep. transfer
CC CONSENT**

Date: 10/20/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Stephanie Palacios
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 10/16/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 04:29 PM	APRV
2	JC Carreon	JC Carreon	10/16/2009 04:38 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Sylvia Solis Started On: 10/16/2009 04:12 PM

Final Approval Date: 10/16/2009

AI-18085

2.B.

2009 Line Item Transfer (1100)

CC CONSENT

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 10/16/09 \$4,225.34.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 04:08 PM	APRV
2	Norma Silva	Norma Silva	10/16/2009 04:23 PM	APRV
3	Auditor's Office		10/16/2009 04:23 PM	NEW

Form Started By: Erika Zamora Started On: 10/16/2009 04:05 PM

Final Approval Date: 10/16/2009

DATE: October 16, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
Emergency Services-FM

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

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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
661	EMERG SRVS-FM-MINOR OFFICE FURN & EQUIP	531	EMERG SRVS-FM-TELEPHONE	900.00
TOTAL				900.00

REASON:
Transfer to fund telephone expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18084

2.C.

2009 LIT for County Wide Administration (1100)

CC CONSENT

Date: 10/20/2009
 Submitted By: Dale Kennan, BUDGET & MANAGEMENT
 Submitted For: Sergio Cruz
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Wide Administration (1100)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

From 441 to 899 in the amount of \$25,928.00 to sweep unused rental expense.
 Funding available for transfer as of 10/16/09.

Attachments

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 03:44 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 04:40 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Dale Kennan
 Started On: 10/16/2009 03:37 PM
 Final Approval Date: 10/16/2009

DATE: October 16, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for County Wide Administration (1100)

ACCOUNT NUMBER: 9-1100-415-00-115-002-0-XXX

Contact: Dale Kennan

Ph#: (956) 292-7025 Ext. 5406

SUBJECT: **Intra**departmental 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 Intra

departmental 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
441	CO WIDE ADM-LAND & BLDG RENTALS	899	CO WIDE ADM-CONTINGENCY	25,928.00
TOTAL				25,928.00

REASON: Transfer from CO WIDE ADM-LAND & BLDG RENTALS to CO WIDE ADM-CONTINGENCY in the amounts of \$25,928.00 to fund future expenses.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18073

2.D.

Health Division - Adm Line Item Trf

CC CONSENT

Date: 10/20/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available as of 10/16/09

Attachments

Link: [Admin. LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 11:20 AM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 03:43 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Dan Beltran Started On: 10/16/2009 10:03 AM

Final Approval Date: 10/16/2009

Date: October 16, 2009
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health & Human Services Department
 Account Number: 9-1100-441-00-340-001-0 Adm
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
9-1100-441-00-340-001-0-609	Agri & Landscaping Sup	9-1100-441-00-340-001-0-619	Other Misc. Supplies	\$ 2,000.00
			Amount	\$ 2,000.00

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

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT _____

DATE _____

ATTEST COUNTY CLERK _____

AI-17999

2.E.

Health Division - Clinics Line Item Trf

CC CONSENT

Date: 10/20/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Clinics (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 10/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 03:31 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 02:26 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Dan Beltran Started On: 10/13/2009 03:19 PM

Final Approval Date: 10/16/2009

AI-18055

2.F.

**2009 TRANSFER ADULT PROBATION
CC CONSENT**

Date: 10/20/2009
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-00-320-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
661-->601 - \$ 6,500.00; Funding available as of 10/16/09.

Attachments

Link: [Transfer - Chairs/Cabinets](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 02:20 PM	APRV
2	Norma Silva	Norma Silva	10/16/2009 01:46 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Diana Solis

Started On: 10/15/2009 02:09 PM

Final Approval Date: 10/16/2009

DATE: October 9, 2009

DEPARTMENT HEAD: Joe Lopez, Executive Director

AI#6053
Revised

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 9-1100-423-00-320-001-0

SUBJECT: Intra-departmental Transfer/s

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
661	Minor Office Furniture & Equipment	601	Office & Computer Supplies	6,500.00
TOTAL				6,500.00

REASON: Object Code #601: To purchase swivel chairs and filing cabinets to replace old ones. Purchase is to be made before the end of calendar year 2009.


 Joe E. Lopez, Executive Director
 Department Head Signature

10-9-09
 Date

APPROVED COMMISSIONER'S COURT

DATE

ATTEST COUNTY CLERK

AI-18070

2.G.

Intradepartmental Transfer

CC CONSENT

Date: 10/20/2009
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-16-150-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available as of 10/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 09:49 AM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 03:29 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Fred Zamarripa Started On: 10/16/2009 08:20 AM

Final Approval Date: 10/16/2009

AI-18076

2.H.

2009 Line Item Transfer (1100)

CC CONSENT

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 10/16/09 \$3,363.66.

Attachments

Link: [lit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 01:46 PM	APRV
2	JC Carreon	JC Carreon	10/16/2009 02:14 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Erika Zamora Started On: 10/16/2009 01:42 PM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

2009

Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Human Resources

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

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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
601	HUMAN RESOURCES-OFFICE & COMPUTER	535	HUMAN RESOURCES-POSTAGE	50.00
601	HUMAN RESOURCES-OFFICE & COMPUTER	532	HUMAN RESOURCES-WIRELESS DEVICES	250.00
TOTAL				300.00

REASON:
Transfer to fund wireless and postage expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18047

2.I.

HR Civil Service - Intradepartmental transfer

CC CONSENT

Date: 10/20/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Nereida Garza
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds in the amount of \$1,000.00 available as of 10/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 10:59 AM	APRV
2	Norma Silva	Norma Silva	10/15/2009 11:38 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Sylvia Solis Started On: 10/15/2009 10:00 AM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for H.R. Civil Service

ACCOUNT NUMBER: 9-1100-415-50-190-001-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423



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
607	HOUSEHOLD & JANITORIAL SUPPLIES	584	REGISTRATION FEES	80.00
TOTAL				80.00

REASON: **Intradepartmental Transfer to fund current registration fees expenditures.**

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18015

2.J.

18015 10-14-09 \$500.00

CC CONSENT

Date: 10/20/2009
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?:
BUDGETARY IMPACT:
Available account balance as of 10/15/2009

Attachments

Link: [18015 10-14-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 04:49 PM	APRV
2	JC Carreon	JC Carreon	10/15/2009 12:27 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Mary Garcia
Started On: 10/14/2009 11:08 AM

Final Approval Date: 10/16/2009

AI-17996

2.K.

Intradepartmental Line Item Transfer

CC CONSENT

Date: 10/20/2009
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 10/14/2009 584->601

Attachments

Link: [LIT102009B](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 02:27 PM	APRV
2	JC Carreon	JC Carreon	10/14/2009 10:40 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Irma Castillo
Started On: 10/13/2009 02:20 PM

Final Approval Date: 10/16/2009



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

DATE: Sept. 29, 2009

DEPARTMENT HEAD: Raul E. Sesin, P.E., C.F.M.

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
9-1100-419-10-210-001-0-584	Registration Fee	→	9-1100-419-10-210-001-0-601	Office Supplies	\$1,668.82
					\$1,668.82

Reason: Need monies in office supplies for the rest of the year

Department Head Signature

Approved Commissioners' Court

____/____/____
Date

Attest County Clerk

LIT102009B

1304 S. 25th St. ★ Edinburg, Texas 78542 ★ (956) 318-2840 ★ Fax. (956) 318-2844

AI-18001

2.L.

Printing transfer

CC CONSENT

Date: 10/20/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Judge Rose G. Reyna
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 206th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-004-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 10/14/2009

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:42 AM	APRV
2	JC Carreon	JC Carreon	10/14/2009 03:08 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Angela Garcia Started On: 10/14/2009 08:21 AM

Final Approval Date: 10/16/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 10/14/09

DEPARTMENT HEAD: JUDGE ROSE G. REYNA

DEPARTMENT NAME: 206TH DISTRICT COURT

ACCOUNT NUMBER: 9-1100-412-00-004-001-0-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
831	COURT COSTS & INV.	550	PRINTING & BINDING	\$1,000.00
			TOTAL	1,000.00

REASON: TO PURCHASE A IKON COPY MACHINE AND PAY THE MAINTENANCE AGREEMENT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-18067

2.M.

449th DC - Intradepartmental transfer

CC CONSENT

Date: 10/20/2009
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
 Submitted For: Dina Trevino
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-011-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 Funds available as of 10/15/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/16/2009 10:00 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 10:00 AM	APRV
3	Norma Silva	Norma Silva	10/16/2009 02:22 PM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Sylvia Solis
 Started On: 10/15/2009 04:49 PM
 Final Approval Date: 10/16/2009

AI-18036

2.N.

Other Minor Equipment Transfer

CC CONSENT

Date: 10/20/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Judge Jesse Contreras
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-011-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
745-->664 - \$ 1,363.00; Funding available as of 10/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 04:20 PM	APRV
2	Norma Silva	Norma Silva	10/15/2009 11:21 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Angela Garcia Started On: 10/14/2009 04:15 PM

Final Approval Date: 10/16/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 10/14/09

DEPARTMENT HEAD: JUDGE JESSE CONTRERAS

DEPARTMENT NAME: 449TH DISTRICT COURT

ACCOUNT NUMBER: 9-1100-412-00-011-001-0-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
745	COMPUTER EQUIPMENT	664	OTHER MINOR EQUIPMENT	\$1,363.00
			TOTAL	1,363.00

REASON: TO PURCHASE AUDIO EQUIPMENT FOR COURTROOM

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-18034

2.O.

DA - State Supplement - Line Item Transfer - 1281

CC CONSENT

Date: 10/20/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney (1281)

BACKGROUND

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, October 07, 2009 12:01 PM
To: 'roy.cazares@da.co.hidalgo.tx.us'
Cc: 'Becky Luna'
Subject: DA SUPPLEMENT LINE ITEM TRANSFER

Roy,

Regarding the DA Supplement program, I'm in the process of re-classifying the invoices you emailed to me; however, I need for you to process a line item transfer for next week's agenda to transfer money into the appropriate object codes as follows:

FROM TO

OBJECT DESCRIPTION	OBJECT DESCRIPTION	Amount
583 Travel Out-of-County	584 Registration Fees	1575.00
583 Travel Out-of-County	780 Capital Leases	416.65
442 Rental of Equip & Vehicles	780 Capital Leases	437.27
260 Worker's Comp	780 Capital Leases	122.00

Also, In reviewing the expenditure report that is attached, I see that you encumbered a couple of purchase orders for supplies and books; As of today, we have only received one invoice for a small amount;

Keep in mind we need to receive and pay for these items as soon as possible;

The final report on this DA Supplement for this year is due by November 15, 2009.

Let me know if you have any questions or if you require clarification on some items.

Thanks,

Mike Escaname

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1281-412-00-080-010-9-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 10/15/2009

Attachments

Link: [DASSLIT200903](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 04:08 PM	APRV
2	JC Carreon	JC Carreon	10/15/2009 12:20 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Roy Cazares

Started On: 10/14/2009 04:03
PM

Final Approval Date: 10/16/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: October 19, 2009
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
 DEPARTMENT NAME: District Attorney's Office
 ACCOUNT NUMBER: 9-1281-412-00-080-010-9-XXX - D.A. STATE SUPPLEMENT
 SUBJECT: Budget Line-Item Transfer(s)

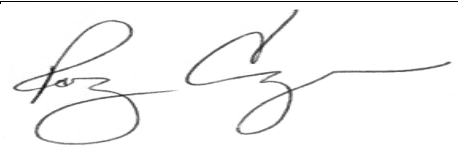
CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
583	Travel Out of County	➔	584	Registration Fees	\$1,575.00
583	Travel Out of County	➔	780	Capital Leases	\$ 416.65
442	Rental of Equip & Vehicles	➔	780	Capital Leases	\$ 437.27
260	Worker's Comp.	➔	780	Capital Leases	\$ 122.00
		➔			\$
		➔			\$
		➔			\$
		➔			\$
		➔			\$
		➔			\$
TOTAL					\$ 2,550.92

REASON _____



 ROY CAZARES FOR RENE GUERRA
 CRIMINAL DISTRICT ATTORNEY

 APPROVED COMMISSIONERS' COURT / / DATE _____
 ATTEST COUNTY CLERK

AI-18037

2.P.

DA - General Fund - 1100 - Line Item Transfer

CC CONSENT

Date: 10/20/2009
 Submitted By: Roy Cazares, DISTRICT ATTORNEY
 Submitted For: Roy Cazares
 Department: DISTRICT ATTORNEY
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney (1100)

BACKGROUND

Need monies to pay for books on subscription.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 funds available as of 10/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 04:19 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 02:38 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Roy Cazares
 Started On: 10/14/2009 04:16 PM
 Final Approval Date: 10/16/2009

INTRADEPARTMENTAL TRANSFER

DATE: **October 20, 2009**

DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**

DEPARTMENT NAME: **District Attorney's Office**

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

SUBJECT: **Interdepartmental Transfer/s**

CONTACT PERSON: **Roy Cazares**

PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
671	Bldg. & Other Struc R&M Supplies	→	640	Reference Materials	\$ 2,000.00
890	Other	→	640	Reference Materials	\$ 1,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$ 3,000.00

REASON: Monies will be used to pay for books that are on subscription.



for **RENE GUERRA**
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17963

2.Q.

**transfer for office & computer supplies and food
CC CONSENT**

Date: 10/20/2009
Submitted By: Letty Perez, J.P. 3, 2
Submitted For: Letty Perez
Department: J.P. 3, 2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - JP Pct. 3/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-066-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

661-->601 \$ 600.00; funds available as of 10-15-2009
661-->630 \$ 150.00; funds available as of 10-15-2009

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/08/2009 04:43 PM	APRV
2	Ana Galvan	Anna Galvan	10/15/2009 01:21 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Letty Perez			Started On: 10/08/2009 04:32 PM	
Final Approval Date: 10/16/2009				

INTRADEPARTMENTAL TRANSFER

AI-17963

DATE: October 8, 2009

DEPARTMENT HEAD: Ismael "Melo" Ochoa

DEPARTMENT NAME: Justice of the Peace Pct. 3, Pl. 2

ACCOUNT NUMBER: 9-1100-412-00-066-001-0-XXX

CONTACT PERSON: Leticia Perez PHONE: 956-581-2124

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT	TO	OBJECT	AMOUNT
OBJECT	OBJECT	OBJECT	OBJECT	AMOUNT
CODE	NAME	CODE	NAME	AMOUNT
661	Minor Office Furn. & Equip.	601	Office & Computer Supplies	\$ 600.00
661	Minor Office Furn. & Equip.	630	Food	\$ 150.00
				\$ 750.00

REASON: Transfer needed for expenditures through the end of the year.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18049

2.R.

2009 Line Item Transfer (1100)

CC CONSENT

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - JP Pct. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 10/15/09 \$1,500.00.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 02:19 PM	APRV
2	JC Carreon	JC Carreon	10/15/2009 02:55 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Erika Zamora Started On: 10/15/2009 11:32 AM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for JP Pct. 4/P1 2

ACCOUNT NUMBER: 9-1100-412-00-068-001-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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 <small>OBJECT CODE</small>	OBJECT DESCRIPTION	TO <small>OBJECT CODE</small>	OBJECT DESCRIPTION	AMOUNT
748	JP PCT 4/PL 2-OTHER EQUIPMENT	531	JP PCT 4/PL 2-TELEPHONE	1,500.00
TOTAL				1,500.00

REASON:
Transfer to fund telephone expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18050

2.S.

2009 Line Item Transfer (1100)

CC CONSENT

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - JP Pct. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 10/15/09 \$1000.00.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 02:19 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 03:18 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Erika Zamora Started On: 10/15/2009 11:38 AM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for JP Pct. 4/P1 2

ACCOUNT NUMBER: 9-1100-412-00-068-001-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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
534	JP PCT 4/PL 2-INTERNET	535	JP PCT 4/PL 2-POSTAGE	1,000.00
TOTAL				1,000.00

REASON:
Transfer to fund postage expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17931

2.T.

Line Item

CC CONSENT

Date: 10/20/2009
 Submitted By: Blanca Sanchez, CONSTABLE PCT. #1
 Submitted For: Blanca Sanchez
 Department: CONSTABLE PCT. #1
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-291-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

346-->432 - \$ 200.00; Funding available as of 10/14/09.
 434-->432 - \$ 19.42; Funding available as of 10/14/09.
 604-->601 - \$ 144.63; Funding available as of 10/14/09.
 604-->611 - \$ 317.22; Funding available as of 10/14/09.
 604-->432 - \$ 38.15; Funding available as of 10/14/09.
 640-->432 - \$ 128.80; Funding available as of 10/14/09.
 668-->432 - \$ 31.05; Funding available as of 10/14/09.
 664-->619 - \$ 236.72; Funding available as of 10/14/09.
 664-->613 - \$ 315.90; Funding available as of 10/14/09.
 664-->432 - \$ 568.38; Funding available as of 10/14/09.

Attachments

Link: [line item](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/16/2009 04:45 PM	PEND
2	Norma Silva	Norma Silva	10/14/2009 10:36 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Blanca Sanchez			Started On: 10/07/2009 04:55 PM	
Final Approval Date: 10/16/2009				

DATE: October 7, 2009

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: 9-1100-421-00-291-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:			
OBJECT CODE	OBJECT NAME	→	OBJECT CODE	OBJECT NAME	AMOUNT
346	Hauling & Freight Service	→	432	Equipment & Vehicle R&M Service	200.00
434	Vehicle R&M Service	→	432	Equipment & Vehicle R&M Service	19.42
604	Medical & Lab Supplies	→	601	Office & Computer Supplies	144.63
604	Medical & Lab Supplies	→	611	Police Supplies	317.22
604	Medical & Lab Supplies	→	432	Equipment & Vehicle R&M Service	38.15
640	Reference Materials	→	432	Equipment & Vehicle R&M Service	128.80
668	Police Weapons & BP Vests	→	432	Equipment & Vehicle R&M Service	31.05
664	Other Minor Equipment	→	619	Other Miscellaneous Supplies	236.72
664	Other Minor Equipment	→	613	Safety Supplies	315.90
664	Other Minor Equipment	→	432	Equipment & Vehicle R&M Service	568.38
TOTAL					\$2000.27

REASON(s): Unit Repairs / Maintenance, purchase jumper cables, nitril gloves, keyboards (too many problems with wireless ones), LED flashlights.

Blanca I. Sanchez Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18031

2.U.

2009 - Pct. #1 Sanitation (1100)

CC CONSENT

Date: 10/20/2009
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?: N

BUDGETARY IMPACT:

672-->540 - \$ 500.00; Funding available as of 10/15/09.
550-->608 - \$ 75.00; Funding available as of 10/15/09.

Attachments

Link: [2009 - Pct. #1 Sanitation \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:56 PM	APRV
2	Norma Silva	Norma Silva	10/15/2009 11:05 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Joann Gonzalez Started On: 10/14/2009 03:54 PM

Final Approval Date: 10/16/2009

AI-18030

2.V.

2009 - Pct. #1 Parks (1211)

CC CONSENT

Date: 10/20/2009
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:
funds available as of 10-16-09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:56 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 04:33 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Joann Gonzalez
Started On: 10/14/2009 03:48 PM

Final Approval Date: 10/16/2009

AI-18022

2.W.

**Budget Line-Item Transfer for County Wide Shop
CC CONSENT**

Date: 10/20/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 CWS (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 10/16/2009

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:03 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 04:18 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 10/14/2009 01:46 PM	
Final Approval Date: 10/16/2009				

AI-18024

2.X.

**Budget Line-Item Transfer for Sanitation for Mobile Relays
CC CONSENT**

Date: 10/20/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$180.00 as of 10/14/2009
From 536----->532 in the amount of \$180.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:04 PM	APRV
2	Norma Silva	Norma Silva	10/14/2009 04:32 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 10/14/2009 02:03 PM
Final Approval Date: 10/16/2009

DATE: October 14, 2009

2009

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios



DEPARTMENT NAME: Hidalgo County Precinct No. 2

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

Contact Person: Yoli Cisneros-Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
536	TWO-WAY RADIO	532	WIRELESS DEVICES	\$180.00
TOTAL				\$180.00

REASON:
Transfer needed for mobile relays.

DEPARTMENT HEAD SIGNATURE

10/14/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18025

2.Y.

Budget Line-Item Transfer for Mobile Relays

CC CONSENT

Date: 10/20/2009
 Submitted By: Yolanda Cisneros, COMM. PCT. #2
 Submitted For: Yolanda Cisneros
 Department: COMM. PCT. #2
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding available in the amount of \$285.02 as of 10/14/2009.
 From 536----->532 in the amount of \$285. 02

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:30 PM	APRV
2	JC Carreon	JC Carreon	10/14/2009 03:56 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 10/14/2009 02:27 PM	
Final Approval Date: 10/16/2009				

DATE: October 14, 2009

2009
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
536	TWO-WAY RADIO	532	WIRELESS DEVICES	\$285.02
TOTAL				\$285.02

REASON:
Transfer needed to cover Mobile Relays of expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

10/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18074

2.Z.

Pct #3 Transfer

CC CONSENT

Date: 10/20/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

890-->719 - \$ 200.00; Funding available as of 10/16/09.
890-->343 - \$ 5,000.00; Funding available as of 10/16/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 01:08 PM	APRV
2	Norma Silva	Norma Silva	10/16/2009 02:54 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Norma Ceballos

Started On: 10/16/2009 11:42 AM

Final Approval Date: 10/16/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 10/16/09

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

DEPARTMENT NAME: Hidalgo County Precinct #3

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	719	Land	\$ 200.00
890	Other	343	Laundry & Dry Cleaning	\$ 5,000.00
TOTAL				\$ 5,200.00

REASON: For expected expenses and recording fees.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18041

2.AA.

Pct. #4 R&B (1204)

CC CONSENT

Date: 10/20/2009
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:
Funds available as of 10/16/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 04:50 PM	APRV
2	Ana Galvan	Anna Galvan	10/16/2009 02:56 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Jr. Munoz
Started On: 10/14/2009 04:35 PM

Final Approval Date: 10/16/2009

DATE: October 14, 2009 **AI#** 18041

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Road & Bridge

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-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 Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME
673	R & M Supplies-Road & Bridge	672	R & M Supplies - Equip. & Vehicles

TOTAL

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____ / ____ / ____
DATE

ATTEST COUNTY CLERK

AI-17993

2.BB.

Pct. #4 R&B (1204)

CC CONSENT

Date: 10/20/2009
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:
673-->532 - \$ 3,000.00; Funding available as of 10/13/09.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 01:05 PM	APRV
2	Norma Silva	Norma Silva	10/13/2009 04:02 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Jr. Munoz

Started On: 10/13/2009 12:30 PM

Final Approval Date: 10/16/2009

DATE: 10/13/09 AI# _____

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

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

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

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
673	R&M Supplies	532	Wireless Devices	3,000.00
				-
TOTAL				3,000.00

REASON: To cover increase for P.O. 614940 and pending expenses for two-way radio service.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-17994

2.CC.

Pct. #4 Landfill (1100)

CC CONSENT

Date: 10/20/2009
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?:
BUDGETARY IMPACT:
Available account balance as of 10-14-09

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 01:05 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/14/2009 10:30 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Jr. Munoz
Started On: 10/13/2009 12:38 PM
Final Approval Date: 10/16/2009

AI-17998

4.A.

D.A. - Checks Report - September 2009

CC CONSENT

Date: 10/20/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of September 2009 monthly fee report.

BACKGROUND

Monthly Report

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required; no budgetary impact.

Attachments

Link: [DAHCRPT092009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 03:29 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/14/2009 01:23 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Roy Cazares
Started On: 10/13/2009 03:13 PM
Final Approval Date: 10/16/2009

HIDALGO COUNTY TEXAS
 DISTRICT ATTORNEY PROCESSING FEES REPORT
 FOR THE MONTH ENDED September 30, 2009

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 81780 ENDING RECEIPT # 82122

TOTAL RECEIPTS FOR THIS MONTH: 343
 TOTAL RECEIPTS VOIDED THIS MONTH: 1

Restitution Collected This Month <i>PC Ch. 32.41 (e)</i>	\$153,769.56
Court Costs Collected This Month <i>CCP Art. 102.0071</i>	15,627.75
Processing Fees Collected This Month <i>CCP Art. 102.007 (c)</i>	12,622.82
Merchant Fees Collected This Month <i>BCC Ch. 3.506 (b)</i>	4,600.00
Overpayments/Refunds for This Month	535.28
Interest Earned on Bank Acct. <i>LGC 113.021 (c)</i>	<u>0.00</u>
Total Collections for This Month	<u><u>\$187,155.41</u></u>

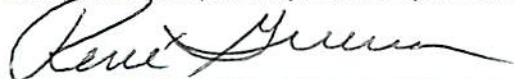
DISBURSEMENTS

BEGINNING CHECK # 177674 ENDING CHECK # 177971

TOTAL CHECKS FOR THIS MONTH: 298
 TOTAL CHECKS VOIDED THIS MONTH: 10

Restitution Disbursed This Month	\$153,802.06
Court Costs Disbursed This Month	15,627.75
Processing Fees Disbursed- County Treasurer	12,622.82
Merchant Fees Disbursed This Month	4,600.00
Refunds of Overpayments to Defendants	502.78
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	6,255.16
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u><u>\$193,410.57</u></u>

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



 Hidalgo County Criminal District Attorney

Oct 9, 2009

 Date



 Prepared By

Oct 9, 2009

 Date

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

AI-18013

4.B.

County Clerk's Monthly Reports

CC CONSENT

Date: 10/20/2009
 Submitted By: Delia Rodriguez, COUNTY CLERK
 Submitted For: Delia Rodriguez
 Department: COUNTY CLERK
 Agenda Category: Monthly Fee Reports

Information

CAPTION

County Clerk:
 Approval of September 2009 monthly fee report.

BACKGROUND

County Clerk Fee Acct.	\$302,764.54
Criminal Court Costs	\$126,675.20
Civil & Probate	\$ 87,976.54
Total	\$517,416.28

Fiscal Impact

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

Attachments

Link: [Cover sheet](#)
 Link: [Fee account](#)
 Link: [Civil/Probate Court Cost](#)
 Link: [Criminal Court Cost](#)

Form Routing/Status


Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/16/2009 04:45 PM	PEND
2	Sylvia Solis	Sylvia Solis	10/14/2009 01:52 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Delia Rodriguez
 Started On: 10/14/2009 10:35 AM
 Final Approval Date: 10/16/2009



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

TO: Monica Badillo, Agenda Coordinator
FROM: Arturo Guajardo, Jr., County Clerk 
DATE: October 13, 2009
SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for October 20, 2009.

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

FEE ACCOUNT	\$ 302,764.54
CRIMINAL COURT COST	\$ 126,675.20
CIVIL & PROBATE COURT	\$ <u>87,976.54</u>
TOTALS SEPT. 2009 COLLECTIONS	\$ <u>517,416.28</u>

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

AG/bs

COUNTY CLERK MONTHLY FEE REPORT

SEPTEMBER
2009

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

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10.....		\$129,455.60
MARRIAGE LICENSES/LGC118.018 (TOTAL).....		\$8,615.00
STATE COMPTROLLER		
MARRIAGE LICENSE.....	# Filed 283	\$8,490.00
BIRTH CERTIFICATES.....	# Filed 701	\$1,261.80
BIRTH DSHS.....	# Filed 32	\$58.56
DECLARATION OF INFORMAL MARRIAGE.....	# Filed 10	\$125.00
UCC-FINANCING STATEMENTS/BCC9.403.....		\$1,389.00
LAMINATION.....		\$86.00
VITAL STATISTICS/LGC 118.015.....		
CERTIFIED COPIES/LGC 118.014.....		\$27,054.64
RETURNED CHECK CHARGE/LGC 118.0215.....		\$40.00
REFUNDS.....		\$894.25
BEER & WINE PERMITS/ABC 61.31.....		\$0.00
PRINTER FEES/ABC 61.38.....		\$1,406.40
RECEIVED ON ACCOUNT.....		\$97,279.00
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....		\$45,795.00
DIGITAL IMAGE FEES.....		\$4,500.00
CC RECORDS ARCHIVE FEE LGC 118.025.....		\$50,010.00
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$9,512.00
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$1,308.00
OVER/(SHORT).....		\$5.80
INTEREST EARNED.....		\$0.00
ADJUSTMENTS.....		\$0.00
TOTAL CHARGES AND COLLECTIONS.....		<u>\$387,286.05</u>
LESS:		
CHARGES ON ACCOUNT.....		<u>\$82,156.50</u>
TOTAL DEPOSITED IN BANK.....		<u>\$305,129.55</u>
LESS:		
PRINTERS FEES/ABC 61.38.....		\$1,406.40
BIRTH DSHS.....		\$58.56
REFUNDS.....		\$894.25
OVER/(SHORT).....		\$5.80
SUBTOTAL.....		<u>\$2,365.01</u>
DUE TO TREASURER.....		<u>\$302,764.54</u>
DISTRIBUTION:		
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$181,762.74
INTEREST EARNED.....	1100-361-11-000-006-0-000	\$0.00
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216....	1237-341-10-180-000-0-000	\$45,795.00
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$4,500.00
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$50,010.00
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$9,512.00
COMPTN OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$8,490.00
COMPTN OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$1,261.80
COMPTN OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$125.00
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$1,308.00
DISTRIBUTION TOTAL:		\$0.00
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I		<u>\$302,764.54</u>
REVISED 2004		

PREPARED BY:

Orlando Lucio 10/14/09
Orlando Lucio DEPUTY CLERK DATE

APPROVAL:

Arturo Guajardo, Jr. 10/14/09
ARTURO GUAJARDO, JR. DATE

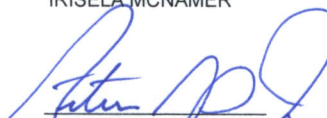
**HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
SEPTEMBER 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$21,427.00
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$4,180.00
County Judge/LGC 118.101	1100-341-10-180-001-0-000	\$316.00
Library/LGC 323.023	1247-341-10-180-001-0-000	\$7,710.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	\$6,144.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A	1100-341-10-180-008-0-000	\$1,606.00
Jury - County Clerk	1100-341-10-180-008-0-000	\$0.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$171.00
General Fund Miscellaneous Revenues	1100-360-00-000-000-0-000	\$0.00
Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00	#Cases 256 1100-207-20-000-048-0-000	\$1,280.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00	#Cases 58 1100-207-20-000-047-0-000	\$290.00
Court Reporter Service Fee/GC51.601	1239-341-10-180-001-0-000	\$3,855.00
Bond Forfeitures/CCP22.16	1200-352-10-180-001-0-000	\$3,918.07
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$1,570.00
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$1,570.00
Judicial Fund/Civil CC Stat./GC51.702	# Cases 256 1100-207-20-000-043-0-000	\$10,240.00
Judicial Fund - Civil Support	# Cases 256 1100-207-20-000-055-0-000	\$10,717.00
Judicial Fund/Civil CC Stat. Probate/GC51.702	# Cases 51 1100-207-20-000-042-0-000	\$2,320.00
SCIG-Probate Filing Fee	# Cases 55 1250-341-10-180-001-0-000	\$1,100.00
Appellate Judicial System Fund GC 22.2141	1100-207-20-000-001-0-000	\$1,570.00
District Attorney Bond Forfeitures Commission	1100-341-10-080-011-0-000	\$451.30
Registry Administration Fee/LGC 117.055	1100-341-10-180-002-0-000	\$6,965.17
Non-Disclosure Fee / GC 411.081(d)	# Cases 3 1100-207-20-000-037-0-000	\$84.00
Interest Earnings	1100-361-11-000-006-0-000	\$0.00
E-File Fee	1100-341-10-180-002-0-000	\$492.00
TOTAL DUE TO TREASURER		\$87,976.54
Refunds Due		\$637.00
OVER (SHORT)		\$0.00
SUBTOTAL		\$637.00
TOTAL COUNTY CLERK COLLECTIONS		\$88,613.54

PREPARED BY:


IRISELA MCNAMER 10/14/09
DATE

APPROVAL:


COUNTY CLERK 10/14/09
DATE

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

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$7,383.52
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$2,583.52
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	\$4,620.51
Fines/LGC 113.004	1200-351-10-180-000-0-000	\$57,044.93
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	\$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	\$3,696.07
Crim.Just.Plan.Fd./CCP 102.051 MISD @ \$ 5.00, @ \$10.00	1100-207-20-000-003-0-000	\$0.00
L.E.O.S.E/GC415.082 .. MISD @ \$1.00,@\$1.50,@\$3.50	1100-207-20-000-011-0-000	\$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @\$3.00, @\$5.00 @\$10.00, @\$12.50, @\$15.00, @\$35.00 (CVC)	1100-207-20-000-017-0-000	\$0.00
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ \$3.00, @\$5.00, @\$12.00, @\$35.00	1100-207-20-000-019-0-000	\$187.17
T.A.B.C. MISD @ \$3.00, @\$5.00, @\$12.00, @\$35.00	1100-207-20-000-020-0-000	\$0.00
Jury Service Fee	1100-207-20-000-053-0-000	\$734.45
Jury - County Clerk	1100-341-10-180-008-0-000	\$0.00
Jud. & Cr. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	\$0.00
State General Revenue/CCP102.015	1100-207-20-000-010-0-000	\$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ \$5.00, @ \$25.00	1100-207-20-000-008-0-000	\$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	\$0.00
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$4,153.10
Records Management Preservation - CC	1237-341-10-180-000-0-000	\$458.92
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$554.20
Judicial Fund/Criminal CC Stat./GC51.702	1100-207-20-000-046-0-000	\$2,775.96
Consolidated Court Cost(CCC) CCP 102.075 MISD A,B @ \$40.00/C @ \$17.00	1100-207-20-000-015-0-000	\$15,395.27
Fugitive Apprehension Fund (FA)/CCP 102.019 @ \$5.00	1100-207-20-000-009-0-000	\$0.00
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	\$0.00
Appellate Judicial System Fund GC 22.2141	1100-207-20-000-001-0-000	\$0.00
LAB FEE		\$0.00
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@\$50	1100-207-20-000-058-0-000	\$5,608.05
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	\$56.32
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ \$0.25	1100-207-20-000-007-0-000	\$0.00
Time Payment/GC 51.921 @ \$12.50	1100-207-20-000-005-0-000	\$2,360.78
Time Payment/GC 51.921 @ \$10.00 Appropriation	1100-341-10-180-002-0-000	\$1,888.63
Time Payment/GC 51.921 @ \$2.50 Admin. Of Justice	1100-341-10-180-003-0-000	\$472.16
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	\$50.00
Delinquent Fee	1100-202-00-000-004-0-000	\$51.30
Local Transaction Fee	1100-341-10-180-004-0-000	\$1,341.76
Nondisclosure Fee	1100-207-20-000-037-0-000	\$0.00
EMS Truama Fund/CCP102.0185	1100-207-20-000-038-0-000	\$8,691.37
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-351-20-180-001-0-000	\$5,172.16
SJFC	1100-341-10-180-012-0-000	\$109.67
SJFS	1100-207-20-000-054-0-000	\$953.43
IDR	1100-207-20-000-059-0-000	\$331.95
Child Safety/CCP 102.01 @ 20.00	1100-341-10-080-005-0-000	
Constable/CCP 102.011	1100-342-10-291-000-0-000	
SUBTOTAL COURT COSTS.....		\$126,675.20
Refunds on Probate, etc.		\$30.00
Attorney Ad Litem Fees/CP RULE 308a		\$0.00
OVER (SHORT)		\$0.00
SUBTOTAL		\$30.00
TOTAL COUNTY CLERK COLLECTIONS		\$126,705.20

PREPARED BY:

Irisela McNameer
IRISELA MCNAMER

10/08/09
DATE

APPROVAL:

[Signature]
COUNTY CLERK

10/08/09
DATE

AI-17992
Pipeline Permit
CC CONSENT

5.A.

Date: 10/20/2009
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 500' going west from Cesar Chavez on the south side of Sgt Trevino AKA Gas Line Rd- Bore- City of San Juan- (2" service connection)
b. 4/10 mile east of 907 on the north side of Iowa Rd- Bore- J.W. Thomas, Inc.-3/4" service connection
c. 1/10 mile east of 907 on the north side of Iowa Rd- Bore- Rene Z. Salinas- 3/4" service connection

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permits- NAWSC](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/16/2009 04:45 PM	PEND
2	Olga Garza	Olga Garza	10/14/2009 11:45 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Sandra Garcia
Started On: 10/13/2009 11:19 AM
Final Approval Date: 10/16/2009

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 20th day of October, 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 500' going west from Cesar Chavez on the south side of Sgt Trevino AKA Gas Line Rd-Bore- City of San Juan- (2" service connection)

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 20th day of October, 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:**

- 2. 4/10 mile east of 907 on the north side of Iowa Rd- Bore- J.W. Thomas, INC.- ¾" service connection
- 3. 1/10 mile east of 907 on the north side of Iowa Rd- Bore- Rene Z. Salinas- ¾" service connection

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

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

AI-17945

6.A.

**Membership Dues - American Correctional Association
CC CONSENT**

Date: 10/20/2009

Submitted By: Monica Hinojosa, SHERIFF DEPT.

Submitted For: Monica Hinojosa

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department:

Requesting approval of membership and payment for Sheriff Guadalupe Trevino to the American Correctional Association in the amount of \$100.00.

BACKGROUND

American Correctional Association in an organization including over 20,000 corrections professionals joined together to provide additional resources involving budget reductions, security, downsizing, healthcare, sentence reform and juvenile justice.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 10-15-09 \$2,566.00.

Attachments

Link: [American Correctonal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/14/2009 04:55 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:30 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 03:05 PM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Monica Hinojosa
Started On: 10/08/2009 11:28 AM

Final Approval Date: 10/16/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, GUADALUPE TREVINO, do hereby state that my membership in the
AMERICAN CORRECTIONAL ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

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

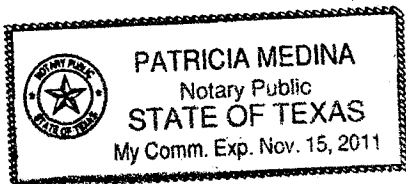
SIGNATURE:

Guadalupe Trevino

TITLE:

SHERIFF

Before me Patricia Medina, a Notary Public, appeared GUADALUPE TREVINO and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Patricia Medina

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



AMERICAN CORRECTIONAL ASSOCIATION

206 North Washington Street, Suite 200, Alexandria, VA 22314
1.800.ACA.JOIN | Membership Fax: 703.224.0059
www.aca.org

Guadalupe Trevino
Hidalgo County Sheriff Office
P O Box 1228
Edinburg, TX 78540

Dear Guadalupe Trevino:

It's that time again – time to renew your ACA membership and stay a part of corrections best. If you're like most of us, it's been a while since you've stopped to reflect on the commitment you made when you first joined ACA.

When you renew your membership, I hope you'll reflect on the benefits and services offered to you this past year. We hope you'll take pride in belonging to the only national organization representing more than 20,000 corrections professionals.

As we look at some of the challenges you will be facing in this upcoming year – budget reductions, security, downsizing, healthcare, sentence reform and juvenile justice – we want you to know that we will be doing everything possible to make additional resources available to better prepare you to deal with these issues and more.

Below is your dues invoice – your passport to a full year of products, benefits and services. If you have any questions, please call us at 1-800-ACA-JOIN.

Sincerely,

James A. Gondles, Jr.
Executive Director

P.S. Never want to see a renewal again? Save time and money! While you can still renew online today at www.aca.org (your ID number is 10724179,) you can now take advantage of our new automatic renewal options: Payroll deduction (where available) or Bank Draft Deduction (from your checking or savings accounts) can be used to pay your dues. Go to www.aca.org for more details. With rising stamp costs... you'll be glad you did!

AI-17962

6.B.

**Membership Dues - National Sheriff's Association
CC CONSENT**

Date: 10/20/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department:
Requesting approval of membership and payment for Sheriff Guadalupe Trevino to the National Sheriff's Association in the amount of \$500.00.

BACKGROUND

The NSA is dedicated to raising the level of knowledge and professionalism of law enforcement through training programs in court security, crime prevention services, domestic violence, homeland security initiatives, jail operations, traffic safety and TRIAD.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 10-15-09 \$2,566.00.

Attachments

Link: [NSA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/14/2009 04:55 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:35 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 09:10 AM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Monica Hinojosa Started On: 10/08/2009 04:24 PM

Final Approval Date: 10/16/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, GUADALUPE TREVINO, do hereby state that my membership in the
NATIONAL SHERIFF'S ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.
I further state the following:

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

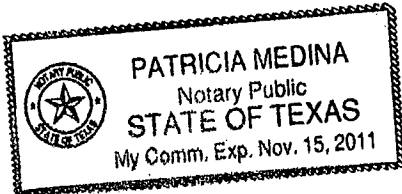
SIGNATURE: _____

Guadalupe Trevino

TITLE: _____

SHERIFF

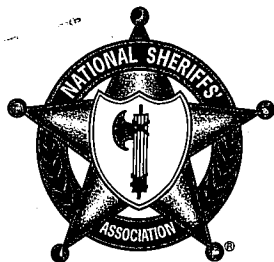
Before me Patricia Medina, a Notary Public, appeared GUADALUPE TREVINO and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Patricia Medina
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



NATIONAL SHERIFFS' ASSOCIATION

Paid 6/22/09
CK# 304206

Hidalgo County
Sheriff Guadalupe Trevino
711 E Cibolo Rd
Edinburg, TX 78540

September 08, 2009

Dear Sheriff Trevino:

Thank you for taking a moment to renew your membership with the National Sheriffs' Association (NSA). We need your support now more than ever!

NSA is dedicated to raising the level of knowledge and professionalism of law enforcement through training programs in court security, crime prevention, crime victim services, domestic violence, homeland security initiatives, jail operations, traffic safety, and Triad. NSA persistently fights to protect and preserve the Office of Sheriff and works vigorously to increase funding for critical federal law enforcement programs. We will keep you updated on the latest issues concerning law enforcement and your neighborhoods with *Sheriff* magazine and weekly E-newsletters.

There are many additional benefits of NSA membership including: free Additional Death & Dismemberment Insurance*; voting privileges* and discounted registration at NSA's Annual Conference & Exhibition; an NSA Affinity Visa Card through Justice Federal Credit Union; discounts to attend Columbia Southern University; discounts on insurance plans; discounts on SafeAssured ID kits; discounts for car rentals and hotels; discounts for shipping with FedEx; discounts on Apple products; travel discounts for Orlando, Florida attractions; and much more! **Please log in to your account at www.sheriffs.org/members/login.asp to view more details about your NSA member benefits or to renew online.**

We hope you will take this opportunity to renew your membership today. Please find an itemized membership renewal form below. Feel free to contact the Membership Department at (800) 424-7827 with any questions regarding your membership or benefits.

* excluding Auxiliary Members

1st RENEWAL NOTICE

Please detach and mail with your check or provide Credit Card information below

Paid Thru	Code	Description	Amount
12/31/2009	NSA	NSA Membership Dues	\$500.00

Total Amount Due: \$500.00

Member ID: 226707

Visa MasterCard AMEX Discover

Payment Total \$ _____ Credit Card # _____

Expiration Date: _____ Signature _____

**Homebuyer Assistance Program
CC CONSENT**

Date: 10/20/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request approval to enter into three (3) "Homebuyer Assistance Program" Contracts under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the HOME-Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Jose Luis Sanchez	FY 2005	\$ 5,000	USDA	Lot 409 Valle Alto North Unit 8 Hidalgo, TX
Florentino Elizondo	FY 2005	\$ 7,500	USDA	West Addition to Sharyland, North 165' of South 872.52 of East 284' of Lot 52-2 (1.08 ACRE) Mission, TX (outside city limits)
Cesar Sanchez	FY 2005	\$ 7,500	USDA	Lot 276 Rio Largo Estates PH IV, Hidalgo, TX

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	10/14/2009 03:23 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Estella Webber
Started On: 10/14/2009 01:16 PM
Final Approval Date: 10/16/2009

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

Date: 10/20/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$ 237,942.72 to Hidalgo County Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for period 09/26/09 thru 10/02/2009.

09/26-30/2009	\$ 117,593.69
10/01-02/2009	\$ 120,349.03
TOTAL:	\$ 237,942.72

2. Approval to wire transfer funds to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

- Link: [09/26-30/2009](#)
- Link: [10/01-02/2009](#)
- Link: [CERTIFICATION](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 03:07 PM	APRV
2	Roland Garcia	Rolando Garcia	10/16/2009 03:37 PM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Flora Vazquez			Started On: 10/16/2009 02:05 PM	
Final Approval Date: 10/16/2009				



BlueCross BlueShield
of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09-26-2009 THRU 09-30-2009**

SECTION	
0001-0011	HIDALGO COUNTY \$ 95,866.33
0002-0012	HEADSTART \$ 11,957.82
0003-0013	APPRAISAL DISTRICT \$ 3,826.27
0004-0014	COMMUNITY SERVICE \$ 238.27
0005-0015	DRAINAGE DISTRICT \$ 361.65
9001-9002	COBRA \$ 4,334.53
0006-0016	RETIREE \$ 1,008.82
	TOTALS \$ 117,593.69



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period **10-01-2009 THRU 10-02-2009**

SECTION		
0001-0011	HIDALGO COUNTY	\$ 96,360.51
0002-0012	HEADSTART	\$ 13,578.33
0003-0013	APPRAISAL DISTRICT	\$ 2,943.71
0004-0014	COMMUNITY SERVICE	\$ 585.44
0005-0015	DRAINAGE DISTRICT	\$ 1,091.38
9001-9002	COBRA	\$ 2,640.47
0006-0016	RETIREE	\$ 3,149.19
	TOTALS	\$ 120,349.03

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

FOR THE PERIOD OF September 26 thru October 2, 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 \$ 237,942.72.

- 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 09/26/2009 to 10/02/2009 is \$ 237,942.72.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of October 20, 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.

Angela Vazquez
Employee Benefits Manager

10/15/2009
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

**Renewal/Extension-RTK Agreement-Western Data Systems
CC CONSENT**

Date: 10/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of Hidalgo County Planning Department's concurrence of renewal for an additional year with the "RTK Agreement" with North American Western Data Systems, dba, Western Data Systems, in connection with the utilization of their existing "Trimble Rover Kit" equipment/system.

BACKGROUND

Original purchase of the Trimble Rover Kit and RTK Agreement previously approved on 10/21/08.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-745
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 10/16/09 \$1,345.01

Attachments

Link: [Agreement](#)
Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:34 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:42 AM	APRV
3	Olga Garza	Olga Garza	10/16/2009 11:04 AM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Vangie Garcia			Started On: 10/09/2009 11:33 AM	
Final Approval Date: 10/16/2009				

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the "**Agreement**"), dated as of the 21 day of OCTOBER, 2008, is by and between Western Data Systems Inc., a Texas Corporation ("**WDS**"), and HIDALGO COUNTY PLANNING DEPARTMENT ("**Member**"). WDS and Member are sometimes referred to herein singularly as the "**Party**" and collectively as the "**Parties**". This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of an RTK Network (the "**Network**") within the State of Texas to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of Texas, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas of Texas that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, a member with a Trimble Rover (hereinafter defined) working within the Network will be able to obtain RTK accuracies using only Trimble Dual Frequency GPS Receivers.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A "**Membership**" is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars (\$2,000.00) for the first year of each Membership ("**Initial Membership Fee**"). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars (\$500.00) per year ("**Renewal Fee**") unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the "**Membership Fees**".

2.3. Members that agree to install a qualified Reference Station (see Attachment A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or organization. Reference Stations must meet the specifications set forth by WDS (see Attachment A) to be qualified for access to the Network.

2.4. In addition to Membership Fees, Member agrees to pay the Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS and that exceed the amount of money generated by Network Membership fees.

2.5. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.6. Member agrees not to re-broadcast the RTK signal.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the "**Initial Term**"). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment, operating and maintenance costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

3.3. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.4. WDS agrees to provide to Member the following information on a quarterly basis:

- A. Names of all Member companies;
- B. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
- C. Amount and source of all money paid into the Network account from Membership Fees;
- D. Detailed quarterly report on expenses incurred by WDS; and
- E. Estimate of any major changes that might affect costs over the next reporting period.

3.5. WDS reserves the sole right and discretion to refuse access to any Member of the Network that it determines is in breach of this Agreement.

ARTICLE 4. LIABILITY

4.1. Neither WDS nor other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of RTK data.

4.3. Member acknowledges that the Global Positioning System ("GPS") is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

5.2. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

5.3. **Waiver.** No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5.4. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

5.5. Governing Law. This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

5.6. Binding Nature and Assignment. This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

EXECUTED as of the date first written above.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT**

WDS:

WESTERN DATA SYSTEMS, INC., a Texas
Corporation

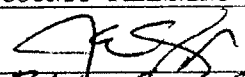
Date: 10/29/08

By: 
Ed Meche, Chief Operations Officer

MEMBER:

HIDALGO COUNTY PLANNING DEPARTMENT

Date: 10-23-08

By: 
Name: RAUL E. SESIN
Title: PLANNING ADMINISTRATOR

Notice Address:

Company Name HIDALGO COUNTY PLANNING DEPARTMENT

Contact Name RAUL E. SESIN P.E. PLANNING ADMINISTRATOR

Address 1304 S. 25TH STREET

EDINBURG TEXAS 78539

Telephone 956-318-2840

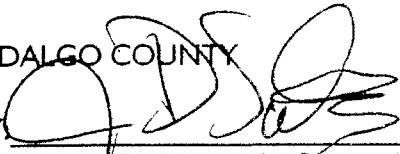
Fax 956-318-2844

E-Mail raul.sesin@co.hidalgo.tx.us

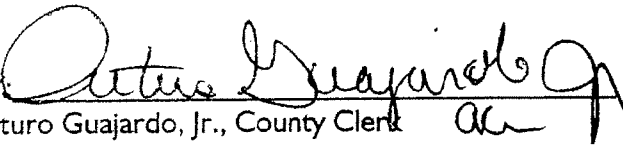

AGREEMENT: Western Data Systems, Inc.

(Agreement For Membership For Trimble R6 Rover Kit)

A-08-435-10-21

HIDALGO COUNTY
BY: 
Juan D. Salinas, III, County Judge
Date: 10-28-08

ATTEST:

BY: 
Arturo Guajardo, Jr., County Clerk 

Date: 10-28-08

APPROVED BY COMMISSIONERS COURT: 10/21/08

Evangelina Garcia

From: Ed Meche [edm@westerndatasystems.com]
Sent: Tuesday, October 13, 2009 11:13 AM
To: 'Evangelina Garcia'
Subject: RE: Renewal/Extension-RTK Agreement-Hidalgo County Planning Department
Attachments: Hidalgo County Renewal.pdf

Vangie,
Enclosed is the signed document.

Regards,

Ed Meche
Western Data Systems
Ph: 281-987-1815
Cell: 281-684-2050

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, October 09, 2009 11:38 AM
To: edm@westerndatasystems.com
Subject: Renewal/Extension-RTK Agreement-Hidalgo County Planning Department
Importance: High

Good Morning Mr. Meche,
As per my conversation with you regarding the "RTK Agreement" with Hidalgo County Planning Department, please review the "Extension Letter" and the "RTK Agreement" in place, for further details.

Should you have any questions, please call me. 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

No viruses found in this incoming message
Scanned by **iolo AntiVirus 1.5.7.1**
<http://www.iolo.com>

No viruses found in this outgoing message
Scanned by **iolo AntiVirus 1.5.7.1**
<http://www.iolo.com>



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 Fax: (956) 318-2629

October 9, 2009

Western Data Systems, Inc.
Mr. Ed Meche, President
14722 Regnal Street
Houston, Texas 77039

Re: Renewal Of Agreement-RTK Membership Agreement
Hidalgo County Planning Department

Dear Mr. Meche:

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/agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, October 20, 2009 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, October 14, 2009 and or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By:

Date:

10/9/09

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,

Evangeline M. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:
department
auditors

AI-18046

9.B.

Pct 4-Inv #ENG1247-J. E. Saenz & Associates, Inc.-C-09-171-05-19

CC CONSENT

Date: 10/20/2009
 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#ENG 1247 (\$ 6,876.22) submitted by J. E. Saenz & 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-09-171-05-19 for Engineering Services and the ROW Acquisition for the Preliminary Design and Construction Phase Services for: "Lakeview Subdivision" - located in Pct. #4/PO#624526.

BACKGROUND

Invoice No. ENG 1247-J.E. Saenz & Associates Inc-C-09-171-05-19

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 10-16-09 \$11,239.98.

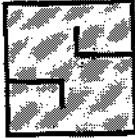
Attachments

Link: Inv #ENG1247-J. E. Saenz & Associates, Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 10:42 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:20 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 02:02 PM	APRV
4	Auditor's Office	Angela Garcia	10/16/2009 04:45 PM	APRV

Form Started By: Letty Saenz
 Started On: 10/15/2009 08:46 AM
 Final Approval Date: 10/16/2009



J.E. SAENZ & ASSOCIATES, INC.

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

INVOICE NO: ENG1247

October 06, 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

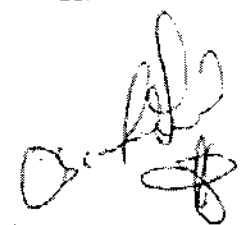
09/28/09 10:10



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, (65%) Design, Plans, Advertise for Bids, Contract Award, Etc.	\$ 17,190.55	90	\$ 15,471.49
Phase III, (10%) Construction, Coordination, As-Buils, Etc.	\$ 2,644.70	0	\$ 0.00
TOTAL BUDGET:	\$ 26,447.00	83	\$ 22,083.24

TOTAL EARNED: \$22,083.24
PREVIOUSLY INVOICED: \$15,207.02
TOTAL DUE: \$ 6,876.22



TOTAL AMOUNT DUE:

\$6,876.22

H:\Administracion\Invoices\ENGINEERING\2009\ENG 09.001 (B) LAKEVIEW\21SEPTEMBER 2009.wp4

10-8-09
10805
E-09-171-0579

401
9 2504-42-01-124 731
800
156253
624526

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:00156403
FAX (956)383-3735 Email:
Phone: (956)383-2884
J. E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1081 N. DOOLITTLE
EDINBURG TX 78542

Vendor Acct:

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PO# REQ. #0900

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-09-171-05-19		
1	DAY	WORK AUTHORIZATION NO. 1, APPROVED COMMISSIONERS' COURT OF 5/8/09 UNDER ITEM AT-15845, FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR "LAKEVIEW SUBDIVISION WEST OF NORTH MCCOY" WITHIN HIDALGO COUNTY SUB., #4, IN CONNECTION WITH CONTRACT NO. C-09-171-05-19	76,447.00	76,447.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		76,447.00

		For Hidalgo County use only		
		9-1204-431-09-124-401-0-711	50,000.00	
		9-1204-431-09-124-401-0-731	26,447.00	
		Approved _____		

COPY

Authorized by: Martha L. Salazar *msw*



County of Hidalgo Pct. 4

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

MEMO

DATE: SEPTEMBER 14, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #ENG1247: CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #ENG1247 IN THE AMOUNT OF \$6,876.22 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., ENG1247 & P.O. 624526

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, October 14, 2009 11:48 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: PLACE INVOICE ON CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

PLEASE PLACE THE ATTACHED INVOICE ON THE NEXT CC FOR APPROVAL.

THANKS
RUMALDO MUNOZ JR.

**Elections Department-2010 Massive Mail-Out Voters Registration Certificates
CC CONSENT**

Date: 10/20/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications, legal notice, draft service contract, etc.) as attached hereto for a request for bids for Hidalgo County- Elections Department- "2010 Printing and Massive Mail-Out of Voters Registration Certifications"-(RFB No.: 2009-431).

BACKGROUND

Approximately 270,000 Voter Registration Certificates to be printed and mailed.

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-414-00-130-001-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance is \$73,500.00 as of 10/16/09.

Attachments

Link: [RFB](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 10:36 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:18 AM	APRV
3	Roland Garcia	Rolando Garcia	10/16/2009 03:08 PM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 10/14/2009 04:34 PM

Final Approval Date: 10/16/2009

October 9, 2009

Re: **HIDALGO COUNTY**
Request for Bids -"2010 Printing and Massive Mail-out for Voter Registration
Certifications"
Bid No: 09-431-00-00 CGV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY "2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION
CERTIFICATIONS FOR ELECTIONS DEPARTMENT"
Bid No: 09-431-00-00

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 10 pages.
3. Exhibit "A" Specifications consisting of 3 page.
4. Exhibit "B" Bid Page consisting of 2 page.
(Must be submitted with bid packet)
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
(Must be submitted with bid packet)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Copy of recorded receipt must be submitted with bid packet)
7. Vendor/Bidder Application and W-9 form consisting of 7 pages.
(Must be submitted with bid packet)
8. Draft Service Agreement consisting of pages.
9. Certification Regarding Debarment 1 page.
(Must be submitted with bid packet)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date

Bid No: 09-431-00-00CGV

Buyer II: Gricelda (Cris) Villarreal

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY ELECTIONS DEPARTMENT "2010 Printing and Massive Mail-Out for Voter Registration Certifications"

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539



LEGAL NOTICE

BID NO: 09-431-00-00-CGV

1. Sealed bids will be received for **"HIDALGO COUNTY - 2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS "** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-09-431-00-00-CGV- HIDALGO COUNTY- 2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY,** . **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-09-431-00-00-CGV- YR 2010 Massive Mail-Out for Voter Registration Certifications"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such

event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY- YR 2010 MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS"** 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 Department
Address
City, Texas Zip Code
ATTN.: (956)

17. Schedule of Events

Bid Opening, 9:30 AM	_____	, 2009
Award of Contract	_____	, 2009
Commence Work or Deliver Products	_____	, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all 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
Courtthouse

**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. 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 judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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.

DRAFT

Bid
for
HIDALGO COUNTY
"SERVICES"
BID NO.: 09-431-00-00-CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS AND/OR
TERMS AND CONDITIONS

HIDALGO COUNTY ELECTIONS DEPARTMENT
BID NO.: 2009-431-00-00CGV

"RFB-2010 Printing and Massive Mail-out for Voter Registration Certifications"

Overview:

It is the intent of Hidalgo County to contract with the lowest and most qualified vendor to provide all materials, supplies, equipment, tools, services, labor and supervision necessary to print and mass mail out the voter registration cards as specified herein. In accordance with the Texas Election Code Section 31.003, this directive established the requirements for voter registrars to issue voter registration certificates including but not limited to the following:

GENERAL SPECIFICATIONS

The County of Hidalgo is seeking bids to supply Hidalgo County Elections Department with a bid on the following items:

Item I: Approximately 270,000 Printed and Mail-Out Voter Registration Certificates;

Item II: Additional 150,000 Blank Voter Registration Certificates to be available throughout the contract term.

CERTIFICATE INFORMATION :

- Hidalgo County is requesting bids for approximately 270,000 Voter Registration Certificates to be printed and mailed with barcodes and variable data as specified by the Texas Secretary of State Directive. Certificates are to be cut sheet laser print.
- The certificate has been designed to meet the content requirements of Texas Election Code Sections 15.001, 15.002, and 15.003, bilingual requirements of the Federal Voting Rights Act, 42 U.S.C.A. Section 1973aa-1a, the mailing requirements of Texas Election Code Sections 14.001 and 14.002, and regulations of the United States Postal Service regarding size, thickness of paper, address placement and postage.
- Various other exigencies such as horizontal and vertical spacing for computers have been considered. To avoid any possible violations of state or federal law, no change to the specifications of the certificate, as provided by this directive, may be made without prior written approval by Hidalgo County and the Office of the Secretary of State of Texas.
- The layout of the certificate must be exactly as shown on the sample. If a laser printer is used, the certificates must be printed on an 8-1/2" x 14" with a 1" gripper at the top and a 1 ¼ margin on the left side of the paper.

COLOR AND PAPER SPECIFICATIONS

- The color for the 2010-2011 Certificate is Pantone Blue 283. The stock is white index or the equivalent. To meet postal requirements, the paper must be at least .007" thick and not more than .016" thick.
- The sample attached is printed on #110 Index. When the paper is manufactured, there can be a variance in the thickness of the paper, so the paper must meet postal requirements for calibration.
- The front side of the certificate is to be printed with Pantone Blue ink color. The language on the certificates will be in black ink. Using the Pantone Blue ink to "color" the paper will ensure that all certificates are printed uniformly across the state.
- The back side of the certificate may be printed either with the Pantone color or left plain white. The sample attached shows the area that is to be printed in Pantone Blue at 100% solid. (Note the Pantone color will change every two years; and will be submitted to the contractor at the renewal time, if required)

PRINTING OF NEW VOTER REGISTRATION CERTIFICATES

Phase I: Design of laser overlay and printing Voter Registration Certificate:

- a) The awarded vendor will provide professional design assistance for the master overlay and assistance for the overlay placement of data on voter registration certificate form based on the State of Texas.
- b) **Size:** 4-1/8" x 6" Voter Registration Certificates;
- c) **Certificates per page:** Four (4) Perforated Voter Registration Certificates on blank, legal landscape of 8.5" x 14" sheet of paper;
- d) **Color:** Certificate must be Pantone Blue #283;
- e) **Vendor must produce and provide a sample (mockup) of a Voter Registration Certificate with bid package;**

Phase II: Laser Processing of Voter Registration Certificates:

The contractor will process data received from Hidalgo County Elections Department through point of contract, Veronica Lopez, Accountant, on CDrom or through email.

Phase III: Mail Processing of Voter Registration Certificates:

Hidalgo County will supply 100% of the domestic postage and will reimburse for all foreign postage. The Contractor will maintain and present to Hidalgo County, postage receipts records that include the U.S. Postal Carrier Route Code and Zip+ 4 and 2-digit destination code plus the check digit for Cass provide postal qualification that will guarantee the lowest postal rate possible for the Voter Registration Certificates.

Postage: Mail Via First Class Mail (postage fee must be separate from total cost of bidding schedule);

- a) Mail service to include: Addressing, Collating, Packaging, Sorting and Delivery;
- b) CASS (Coding Accuracy Support System) certify and PAVE (Presort Accuracy, Validation and Evaluation) presort cards to yield maximum postage savings;
- c) Bar Code Report must be provided to County;
- d)

TERMS AND CONDITIONS

1. 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 service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
2. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.
3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
4. Awarded vendor must be prepared to commence printing of the 270,000 certificates upon award of bid and receipt of an approved purchase order.
5. Awarded vendor must start mail-out of certificates by November 30, 2009 and complete the mail-out by January 20, 2010.

6. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) 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.
 - ii) 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.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue 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.
- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e) **Dollar 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.

Term of Contract: The term of this contract shall become effective from date of award and ending by December 31, 2011. Hidalgo County has the option to renew for an additional one (1) year under the same rates, terms and conditions.

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 or via email to: cris.villarreal@co.hidalgo.tx.us no later than, Wednesday, **October**, 2009, **5:00 PM**. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, October**, 2009.

EXHIBIT "B"

HIDALGO COUNTY ELECTIONS DEPARTMENT "2010 PRINTING AND MASSIVE MAIL OUT FOR VOTER REGISTRATION CERTIFICATES" BID NO.: 09-431-00-00

BID PAGE FORM

Estimated Quantity	Description	Unit Cost Per Thousand (1000)
ITEM I: Approximately 270,000	Vendor must provide all labor, materials, design assistance, laser processing of the Voter Registration Certificates, including Addressing, Sorting, Collating and Delivery.	\$ _____
ITEM II: Additional 150,000	Printing of Blank Voter Registration Certificates	\$ _____
TOTAL BID PRICE		\$ _____

NOTE: BID AWARD WILL BE MADE IN THE AGGREGATE THEREFORE, VENDOR MUST BID ALL ITEMS TO BE CONSIDERED FOR AN AWARD.

BIDDER/COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE & FAX NO.'S _____

CELLULAR & EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-431-00-00**

THIS CONTRACT is made and entered into this ____ day of _____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “ **2010 Printing & Massive Mail-Out of Voter Registration Certificates**” for **Hidalgo County Elections Department** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the Request for Bid, a copy of the Request for Bid attached hereto as Exhibits A,; the company’s bid is attached hereto as Exhibit B, all such documents incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Elections Department** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be as to Exhibits "A" ("Specifications") and Exhibit "B" ("Bid Page") of the RFB, which is all based with upon completion of _____. However, at the sole discretion of the Hidalgo County Elections Administrator the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

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

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

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

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

By: _____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF
INSURANCE

DRAFT

Extension/Renewal-C-08-251-12-23-Universal Truckers, Inc.

CC CONSENT

Date: 10/20/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval for County to exercise it's sole option to extend for an additional one (1) year term as provided in current Contract No.: 08-251-12-23-Hauling Services for Milling Materials for Precinct No. 1., by and between Hidalgo County and Universal Truckers, Inc., under the same rates, terms and conditions with renewal/extension date effective December 23, 2009 with termination date of December 22, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-346
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 10-15-09 \$52,641.77.

Attachments

Link: Memo on Extension and Contract

Form Routing/Status

Table with 5 columns: Route Seq, Inbox, Approved By, Date, Status. Contains routing history for 4 steps and form start details.

Cris Villarreal

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, October 13, 2009 4:27 PM
To: 'Cris Villarreal '; robert.elizondo@co.hidalgo.tx.us
Subject: RE: RENEWAL OF CONTRACT C-08-251-12-23

Ref: renewal of contract for milling materials. Please proceed and extend the bid for the additional year as stated on the contract.

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Thursday, October 08, 2009 9:10 AM
To: 'noe.montez'
Subject: RENEWAL OF CONTRACT C-08-251-12-23

*Good morning Noe,
Just wanted to remind you that the above referenced contract regarding Universal Truckers for the Hauling Services for Milling Materials is due to expire on December 22, 2009, which has an extension available for one more year. Please let me know if you wish to take advantage of the services and send me your authorization and/or recommendation to extend.*

Thank you,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department
Ph: 956-318-2626 or 956-292-7000, ext. 4867
Fax: 956-318-2629
email: cris.villarreal@co.hidalgo.tx.us



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 7, 2009

Bernardo Saenz, Jr., Owner/Vice President
d/b/a Universal Truckers, Inc.
P. O. Box 653
Alamo, Texas 78516

Re: **C-08-251-12-23**
Hauling Services for Milling Materials for Precinct No. 1

Dear Mr. Saenz:

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 **October 20, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **Tuesday, October 13, 2009** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: 

Date: 10/7/2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department

cc:

Pct. 1

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County Precinct No. 1** following a request for Services by the **Hidalgo County Precinct No. 1** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **December 23, 2008** and ending **December 22, 2009** with the County's option to extend for an additional one (1) year period on an "**As Needed Basis**" under the same rates, terms and conditions. (Prices must remain firm during the contract term). County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539**

If to Company: **Bernardo Saenz, Jr., DBA Universal Truckers, Inc.
Attn: Bernardo Saenz, Jr., Owner/Vice President
P. O. Box 653
Alamo, Texas 78516**

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

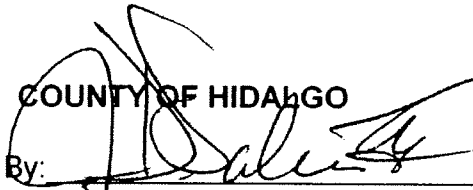
14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

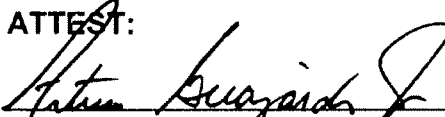
15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

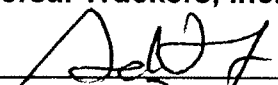
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Executed effective as of the date and year first above written.

Approved by Commissioners' Court on _____, 2008.

COUNTY OF HIDALGO
By: 
Juan D. Salinas, III, County Judge
Date: 12/30/08

ATTEST:

Arturo Guajardo Jr., County Clerk
Date: _____

COMPANY:
Universal Truckers, Inc.
By: 
Printed Name: BERNARDO SAENZ
Title: VICE - PRESIDENT
Date: 1/12/2009

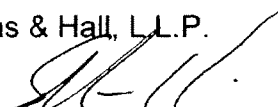
APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
By: 
Date: 12-19-08

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS/INFORMATION TO BIDDER

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
2008-251-12-10CGV

SECTION I - SPECIFICATIONS

It is intended that all hauling of millings material will be within the Hidalgo County Precinct # 1 and will be awarded on a per cubic yard basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1. Millings will be hauled from location of material. (Precinct will load the millings material from project site for vendor to haul to designated area.
2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.
3. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. **Bid price for the services must be per cubic yard basis, per mile radius on an "As Needed Basis".**
5. Bid award will be based on the low bid per cubic yard basis per mile radius listed on the bid page form.
6. Hidalgo County Precinct No. 1 is requesting the minimum of **Ten (10) vendor owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. **Please note the make, year, model and capacity of your hauling trucks on Exhibit "E".**
7. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits and also provide evidence of the required insurance as outlined in Exhibit "C". Copies of all licenses, permits and insurance coverage must be submitted to the Hidalgo County Purchasing Department upon bid award.
8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

9. Bidder(s) will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Attachment "I" upon bid award.
10. 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.
11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

SECTION II - OTHER/ADDITIONAL INFORMATION

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an "As Needed Basis" under the same rates, terms and conditions.
- The County of Hidalgo Precinct # 1 reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - a. 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.
 - b. 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.

- c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, December 3, 2008, by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, December 5, 2008.**

EXHIBIT "E"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2008-251-12-10CGV

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
# 60 1999/FRHT	1FUYSZYBAXLA00773	2CS907	25	Owned
# 90 1999/FRHT	1FUYSZYBYWL973037	2CS905	25	Owned
# 09 1998/FRHT	1FUYSSEB3WL8916863	2CS896	25	Owned
# 36 1999/Intl	2XSFHAMR9XP042968	2CV251	25	Owned
# 30 1999/FRHT	1FUYSZYB8XLA58305	2CS906	25	Owned
# 110 1997/FRHT	1FUYSSEB2UP704999	2CS897	25	Owned
# 180 1999/FRHT	1FUPEIDYB6XLA06750	2CS898	25	Owned
# 187 1999/FRHT	1FUYSZYB9XLA00798	2CS904	25	Owned
# 157 1998/FRHT	1FUYSZYB7WL972928	2CS903	25	Owned
# 40 1998/FRHT	1FUYSZYB1WL972696	2CS899	25	Owned
# 400 1998/FRHT	1FUYSZYB5WL957540	2CS901	25	Owned
# 06 1999/FRHT	1FUYSZYBXXLA24186	2CS902	25	Owned
# 44 1995/FRHT	1FUVDXYP5RH657373	2CD454	25	Owned
# 52 1995/Volvo	4VIVDBPFXSN709641	W51600	25	Owned
# 09 1989/Intl	2HSFEKERXK027269	2EZ355	25	Owned
# 33 1993/Mack	1M1AA14YDPW024040	2CB070	25	Owned
# 77 1991/FRHT	1FUVDYB5M11502118	2CD033	25	Owned
# 01 1992/KW	1XKD69X2NS568410	2ER387	25	Owned
# 65 1991/KW	2XKDD29X5MM563768	2ER509	25	Owned
# 36 1998/Volvo	4VGTDEPG6W0747026	2CC349	25	Owned

**EXHIBIT “B”
PAYMENT SCHEDULE**

HIDALGO COUNTY
"HAULING SERVICES FOR MILLINGS MATERIAL FOR PRECINCT NO. 1"
BID NO. : 2008-251-12-10CGV
BID FORM

Part I. Award will be based on the lowest bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	\$ 3.00	25%	.75
01-10 Miles	\$ 3.25	30%	\$.98
11-20 Miles	\$ 4.00	30%	\$ 1.20
21-30 Miles	\$ 4.75	30%	\$ 1.43
31-40 Miles	\$ 5.50	30%	\$ 1.65
41-50 Miles	\$ 6.25	30%	\$ 1.88
51-60 Miles	\$ 7.00	30%	\$ 2.10
61-70 Miles	\$ 7.75	30%	\$ 2.33

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

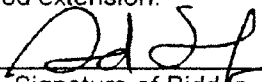
If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for December 9, 2008. For each 10% (increase or decrease) in the OPIS Index of December 9, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.



 Signature of Bidder

12/9/2008

 Date

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**

ACORD, CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2009

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

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

INSURED
Bernardo Saenz Jr. Dba Universal Truckers, Inc.
P O. Box 653
Alamo Tx. 78516

INSURERS AFFORDING COVERAGE

INSURER A	Southern County Mutual Ins Co	NAIC #
INSURER B	Republic Lloyds Ins. Co	
INSURER C	Texas Workforce Co.	
INSURER D		
INSURER E		

COVERAGES

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

INSR ADD'L LTR INSRZ	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" 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"/> PER <input type="checkbox"/> OCC	LGL-100876-05	4/23/2009	4/23/2010	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMPIOP AGG \$ 1,000,000.00
	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	STC-578626	4/23/2009	4/23/2010	COMBINED SINGLE LIMIT (EA accident) \$ 500,000.00 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	STC-578626	4/23/2009	4/23/2010	EACH OCCURRENCE \$ 500,000.00 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below OTHER	TSF-00317776-04	4/23/2009	4/23/2010	<input checked="" type="checkbox"/> WC STATUS- TQRY LIMITS <input type="checkbox"/> OTH. ER \$ 500,000.00 E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS 1999/FRHT #A00773 1999/FRHT #973037 1999/FRHT #896863 1999/INTL #042988 1999/FRHT #A58305 1997/FRHT #704999 1999/FRHT #A06750 1999/FRHT #A00798 1998/FRHT #972928 1998/FRHT #972696 1998/INTL #C027269 1993/MACK #024040 1988/FRHT #957540 1999/FRHT #A24188 1998/VOLV #747026 1995/FRHT #857373 1995/VOLV #709841 1991/FRHT #502118 1992/KW #568410 1997/KW #563768 1998/INTL #016850 1992/FRHT #529793 1989/INTL #027269 1994/PTRB #349607 1974/PTRB #62899P 1988/INTL #012380 1988/KW #504084 1990/KW #555095 1995/FRHT #464336 1998/KW #533878 1990/INTL #038142 1987/KW #339491 2000/FRHT #G18170 1983/FORD #A36073 1986/FORD #A21309					

CERTIFICATE HOLDER

Hidalgo County Precinct# 1
100 East Cano St.
Edinburg Tx. 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
[Signature]

**Renewal/Extension: C-08-443-12-16-Video Sound & Light
CC CONSENT**

Date: 10/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval for County to exercise it's sole option to utilize and extend the first (1st) year of two (2) - one (1) year of extension as provided in current contract #08-443-12-16 (under the same rates, terms and conditions) for "Repairs, Removal And Installation Of Mobile Radios, Computers And Other Miscellaneous Equipment"-Hidalgo County District Attorney & HIDTA Task Force with Video Sound and Lights, Inc. (VSL, Inc).

BACKGROUND

Renewal to be effective December 16, 2009 with termination date of December 15, 2010.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1222-412-00-080-006-0-664
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds in the amount of \$542.33 available as of 10/16/09.

Attachments

Link: [Extension Letter](#)

Link: [C-08-443-12-16](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 03:27 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 03:28 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 09:59 AM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Vangie Garcia			Started On: 10/14/2009 01:59 PM	
Final Approval Date: 10/16/2009				



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

October 8, 2009

Video Sound & Light
Attn: Diana/Valetin Cardenas
3716 S. US Hwy. 281
Edinburg, Texas 78539

Re: C-08-443-12-16-(District Attorney & HIDTA Task Force)
"Repairs, Removal And Installation Of Mobile Radios,
Computers And Other Miscellaneous Equipment"

Dear Mr/Mrs. Cardenas:

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 Tuesday, October 20, 2009 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, October 14, 2009, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

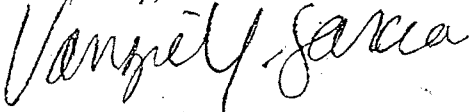
By: _____

Date: 10/14/2009

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,



Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Vangie

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-443-12-16

THIS CONTRACT is made and entered into this 16th day of **December, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VSL, Inc.**, Texas ("Corporation").

WHEREAS, Company responded to advertised notices for bids for **"REPAIRS, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISCELLANEOUS EQUIPMENT FOR HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official/Department Head** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 16, 2008** and ending on **December 15, 2009** with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract terms for unforeseen delay in award of new bid for new contract unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the 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: **VSL, Inc.**
3716 S. US Hwy. 281
Edinburg, Texas 78539

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

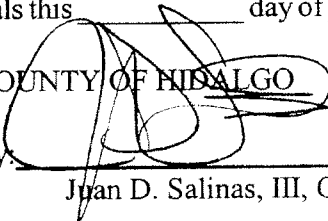
14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk

Date: _____

re: Serv. Contract

C-08-443-

COMPANY: - VSL

12-16

By: _____

Printed Name: Diana Cardenas

Title: V-President

Date: 1-5-09

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

By: *SLC*
Stephen L. Crain

Date: 12-8-08

Approved on Commissioners' Court: 12/16/08

EXHIBIT "A"
Specifications

SPECIFICATIONS

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE- "REPAIRS, REMOVAL & INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISCELLANEOUS EQUIPMENT"

BID NO. 2008-443-11-26-SMA

PROJECT OVERVIEW

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal & Installation of Mobile Radios, Computers and Other Miscellaneous Equipment" **on an as needed basis.**

SPECIFICATIONS, TERMS AND CONDITIONS:

1. The bid contract will be for, Repairs, Removal & Installation of Mobile Radios, Computers and Other & Miscellaneous Equipment that is currently installed in, or will be installed on County vehicles. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios or specialty surveillance equipment.
2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.
3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.
4. Vendors submitting bid should be currently performing removals and installations for other law enforcement and emergency response agencies.
5. Vendors submitting bid will use only certified service technicians in performing installations and/or removals (proof of certification must be submitted with packet).
6. Vendors submitting bid shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being removed and/or installed while conducting installations and removals.
7. Vendors submitting bid will be able to refurbish and/or repair any and all non-working

overhead lightbars, radios, sirens, and miscellaneous equipment unless equipment is beyond repair.

8. Vendor submitting bid must be able to complete a vehicle installation in two working days and a removal in one working day.
9. Vendor must be able to work on multiple vehicles at one time.
10. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.
11. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being removed and/or installed and the ability to tract and document the storage of property.
12. Vendor must have an area to keep vehicles secured for overnight and weekends.
13. Vendor must guarantee work performed.
14. **Vendors must be able to come and conduct repairs, removals and installations at any of the departments' location on an emergency basis.** If the vendor will charge for a service call for this request, the vendor must include the cost of that service call within this bid.
15. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.
16. All prices for repairs, removals and installations shall include consideration for time and labor.
17. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.
18. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification
19. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on

an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

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

discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

QUALIFICATIONS

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.
2. Vendor must have a service facility within Hidalgo County where all work will be performed.
3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement/emergency agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
 - a) Company
 - b) Contact Person
 - c) Phone Number
 - d) Work Performed
 - e) Contract Term
4. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

PART I- REPAIRS

Repairs on Law Enforcement/Emergency Equipment, Mobile Radios, Computers & Other Miscellaneous Equipment installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles.

The bid contract would be for law enforcement/emergency equipment, mobile radios, computers and other miscellaneous equipment that are currently installed in, or will be installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County District Attorney's Office and HIDTA Task Force has installed in its vehicles the following equipment:

Radios:	Motorola Syntor X	Jensen Line Radios
	Motorola Syntor 9000	Midland Line Radios
	Motorola Maxtrac	EF Johnson/Johnson Line Radios
	Motorola Radius Line Radios	SP-130 Scanning Radio
	Vertex Line Radios	QPA-Dual Slot Charger

Lightbars:	Code 3 Excalibar Package	Federal Signal Corp Aero Dynic
	Whelen Eddge 9004 SL	Federal Signal Corp Street Hawk
	Federal Signal Jet Sonic	Code 3 MX 7000
	Federal Signal Jet Stream	

Other: Sho-Me Grille Lights, Whelen Strobes, Code Three, Motorola Antennas for Radios, Galls Wig Wag Flashers, Galls Strobe Power Supplies & Push Bumpers.

PART II- REMOVAL

Removal of Law Enforcement/Emergency Equipment, Mobile Radios, and Computers & Other Miscellaneous Equipment installed in Hidalgo County District Attorney's & HIDTA Task Force vehicles (to exclude Sheriff's Department)

- **Radio:** Our departments use a variety of radios. Some radios are easier to remove compared to the others. Below is a list of the radios currently installed in our County units. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

1. Motorola Syntor (X, 9000, Etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson Line Radios
5. Vertex Line Radios
6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)

7. Jensen Line Radios
8. Midland Line Radios
9. Sp-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- **Antennas:** (to include disguise antennas)
- **Sirens:** Below is a list of the sirens used. The interested vendor must give the removal price per type. All siren removals must include the power cables and interfaces.
 1. Galls Street Thunder 100 Wt.
 2. Code 3 Z100 Economy Weight
- **Lightbars:** (to include power cable and control panels)
- **Grille Lights:** (halogen, led or strobe)
- **Rear Deck Lights:** (halogen, led or strobe)
- **Dash Lights:** (Either mounted on dash or roof area near sun visor)
- **Strobe or LED Light Inserts By Pairs, Front or Back**
- **Halogen Light Inserts By Pairs Front or Back**
- **Fuse Panel**
- **Strobe Power Supplies**
- **Prisoner Cages**
- **Shotgun/ Rifle Rack** (floor or ceiling mounted)
- **Shotgun/ Rifle Rack** (trunk lid mounted non-electrical)
- **Flashlight Charger**
- **Push Bumpers**
- **Center Console**

- **Interior Mounted Directional Light Bars**
- **Wig-Wag Flasher**

PART III- INSTALLATION

Installation of Law Enforcement/Emergency Equipment, Mobile Radios, Computers & Other Miscellaneous Equipment in Hidalgo County District Attorney's Office and HIDTA Task Force Vehicles.

- **Radio:** Our departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.
 - a. Motorola Syntor (X, 9000, Etc.)
 - b. Motorola Maxtrac
 - c. Johnson Line Radios
 - d. EF Johnson Line Radios
 - e. Vertex Line Radios
 - f. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
 - g. Jensen Line Radios
 - h. Midland Line Radios
 - i. Sp-130 Scanning Radio
 - j. QPA-1125 Dual Slot Charger
- **Antennas:** (to include disguise antennas)
- **Sirens:** Below is a list of the sirens used. The interested vendor must give the installation price per type. All siren removals must include the power cables, interface with radio, siren speaker, and intersection horn)
 - 1. Galls Street Thunder 100 Wt.
 - 2. Code 3 Z100 Economy Weight
- **Siren Speakers Push Bar Mounted**
- **Siren Speakers Concealed Mounted**
- **Lightbar:** To include interface cables to console and include the installation and interface with switch panels.

- **Code 3 Excalibar Package** (with interface box and switch)
- **Whelen Edge 9004 SL** (with interface box and switch)
- **Federal Signal Jet Sonic**
- **Federal Signal Jet Stream**
- **Directional Lightbar** (Federal Signal, Code Three)
- **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)
- **Strobe Grill Lights** (to include interface with strobe power supply)
- **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)
- **Strobe Rear Deck Lights** (to include interface with strobe power supply)
- **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
- **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)
- **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)
- **Fuse Panel**
- **Strobe Power Supply** (to include interface to switch panel)
- **Wig-Way Flasher** (to include interface with switch panel)
- **Prisoner Cages** (to include lower extension and side panels)
- **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)
- **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers

if available)

- **Shotgun/ Rifle Rack Trunk Lid Mount (non-electrical)**
- **Flashlight Charger**
- **Push Bumper**
- **Center Console**
- **Wig-Wag Flasher**

EXHIBIT "B"
Payment Schedule

Bid
for
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE
**"Repairs, Removal and Installation of Mobile Radios, Computers and Other Miscellaneous
Equipment"**
BID NO.: 2008-443-11-26-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

VSL INC

3716 S. US HWY 281 Edinburg TX 78541

Valentin A. Cardenas

[Signature]

President

EXHIBIT "B"

BID FORM

**HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE-
"REPAIRS, REMOVAL & INSTALLATION OF MOBILE RADIOS, COMPUTERS
AND OTHER MISCELLANEOUS EQUIPMENT"
BID NO. 2008-443-11-26-SMA**

PART I- REPAIRS

The **REPAIR** contract should be for a hourly / time repair rate with mark up rate for parts.

HOURLY RATES:

A. Normal Business Hours:

1. Technician 27.²⁵

B. After Hours, Weekends & Holidays:

2. Technician 27.²⁵

C. Mark Up Rate For Parts: 10%

PLEASE STATE ALL WARRANTIES: 2 Year Labor (Repair and
Installation). Parts or Equipment
by manufacturer warranties.

PART II- REMOVAL

REMOVAL DESCRIPTION:

RADIOS:

Motorola Syntor (X, 9000, Etc)

15.⁰⁰

Motorola Maxtrac

9.⁰⁰

Johnson Line Radios

1.⁰⁰

EF Johnson Line Radios

5.⁰⁰

Vertex Line Radios

5.⁰⁰

Motorola Radius Line Radios (GM 300, M120, M1225 ect.)

10.⁰⁰

Jensen Line Radios
Midland Line Radios
Sp-130 Scanning Radio
QPA-1125 Dual Slot Charger
Antennas

0.01
0.01
0.01
0.01
7.00

SIRENS:

Galls Street Thunder 100 Wt.
Code Three Z100 Economy Weight
Lightbar
Grille Lights
Rear Deck Lights
Dash Lights
Strobe Power Supplies
Prisoner Cages
Shotgun/Rifle Rack
Flashlight Charger
Siren Speakers Push Bar Mounted
Siren Speakers Concealed Mounted
Undercover Siren with S position switch

1.00
1.00
1.00
11.00
11.00
7.00
10.00
1.00
1.00
1.00
1.00
10.00
15.00

LIGHT BAR:

LED Lights
Code 3 Excalibar Package
Whelen Edge 9004 SL
Federal Signal Jet Sonic
Federal Signal Jet Stream
Directional Light Bar
LED Grill Lights
Halogen Grill Lights
Strobe Grill Lights

10.00
0.01
0.01
0.01
0.01
0.01
10.00
10.00
10.00

LED Dash Lights	10.00
Dash Lights	10.00
Strobe Light Inserts by Pairs, Front or Back	10.00
Halogen Light Inserts by Pairs, Front/Back	0.01
LED Light Inserts by Pairs, Front/Back	0.01
Fuse Panel	10.00
Strobe Power Supply	10.00
Wig-Wag Flasher	10.00
Prisoner Cages	0.01
Shotgun/Rifle Rack Floor Mount	0.01
Shotgun/Rifle Rack Overhead Mount	0.01
Shotgun/Rifle Rack Trunk Lid Mount	0.01
Flashlight Charger	5.00
Push Bumper	0.01
Center Console	0.01

PART III- INSTALLATION

RADIOS:

Motorola Syntor (X, 9000, Etc)	35.00
Motorola Maxtrac	1.00
Johnson Line Radios	1.00
EF Johnson Line Radios	21.00
Vertex Line Radios	20.00
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	20.00
Jensen Line Radios	0.01
Midland Line Radios	0.01
Sp-130 Scanning Radio	0.01
QPA-1125 Dual Slot Charger	0.01
Antennas	13.00

SIRENS:

Galls Street Thunder 100 Wt.	3.00
Code Three Z100 Economy Weight	10.00
Light Bar	55.00
Grille Lights	25.=
Rear Deck Lights	25.=
Dash Lights	16.=
Strobe Power Supplies	16.=
Prisoner Cages	25.=
Shotgun/Rifle Rack	18.00
Flashlight Charger	8.=
Siren Speakers Push Bar Mounted	13.00
Siren Speakers Concealed Mounted	18.00
Undercover Siren with 3 position switch	15.00

LIGHT BAR:

LED Lights	55.00
Code 3 Excalibar Package	1.=
Whelen Edge 9004 SL	55.00
Federal Signal Jet Sonic	1.00
Federal Signal Jet Stream	1.00
Directional Light Bar	29.00
LED Grill Lights	20.=
Halogen Grill Lights	10.=
Strobe Grill Lights	15.=
LED Dash Lights	16.=
Dash Lights	16.=
Strobe Light Inserts by Pairs, Front/Back	20.=
LED Light Inserts by Pairs, Front/Back	20.=
Halogen Light Inserts by Pairs, Front/Back	1.=

Fuse Panel	19.00
Strobe Power Supply	16.00
Wig-Wag Flasher	14.00
Prisoner Cages	25.00
Shotgun/Rifle Rack Floor Mount	1.00
Shotgun/Rifle Rack Overhead Mount	18.00
Shotgun/Rifle Rack Trunk Lid Mount	18.00
Flashlight Charger	8.00
Push Bumper	25.00
Center Console	25.00

BIDDER/COMPANY NAME: V52 INC
 ADDRESS: 3716 S. US HWY 281
 CITY/STATE/ZIP CODE: Edinburg TX 78539
 PHONE NUMBER/FAX NUMBER: 956 380 1513
 AUTHORIZED SIGNATURE: [Signature]
 PRINTED NAME: VALENTIN A. CARDINAS
 TITLE: V. PRESIDENT
 DATE: 11/24/2008

EXHIBIT "C"
Insurance Documentation

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/14/2009
PRODUCER (512)451-6551 FAX (512)454-0183 Central Insurance Agency, Inc. 6000 N. Lamar Blvd. Austin, TX 78752		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED VIDE, SOUND & LIGHT INC. 3716 S US HWY 281 EDINBURG, TX 78539		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: First National Ins Co of Am		24724
INSURER B: Progressive County Mutual		29203
INSURER C: Texas Mutual Insurance Company		055
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 ADDL TR (INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	25CC252673-10	12/20/2008	12/20/2009	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	06117138-1	12/20/2008	12/20/2009	COMBINED SINGLE LIMIT (EA OCCUR) \$ 500,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001186743 20071221	12/21/2008	12/21/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 100,000 EL. DISEASE - EA EMPLOYEE \$ 100,000 EL. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named as additional insured in respect to the auto policy. Workers Compensation provides a Waiver of Subrogation and a 30 Day Notice of Cancellation in favor of the certificate holder. Auto policy includes Uninsured/Underinsured Motorist coverage with a \$500,000 limit.

CERTIFICATE HOLDER Hidalgo County 2812 S. Business 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Scott Raper/CIA13

AI-18021

9.F.

**BCAP - Precinct No. 3 - Round III Invoice# 2009-10 Izaguirre Engineering Group, LLC
CC CONSENT**

Date: 10/20/2009
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 the following invoice: Invoice No. 2009-10A in the amount of \$2,742.94 (3rd Call, La Homa Groves Subdivision) as submitted by project engineer Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-380-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #618496 as of 10/16/09 is \$2,742.94.

Attachments

Link: [Invoice #2009-10A La Homa Groves Estates Izaguirre Engineering Group](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	10/14/2009 04:51 PM	APRV
2	Purchasing Department	Marty Salazar	10/15/2009 03:24 PM	APRV
3	Budget & Management	Erika Zamora	10/15/2009 03:27 PM	APRV
4	Perla Lopez	Perla Lopez	10/16/2009 03:09 PM	APRV
5	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Marcie Jackson

Started On: 10/14/2009 01:42 PM

Final Approval Date: 10/16/2009



IZAGUIRRE
Engineering Group LLC.

7413 N. La Homa Rd.
Mission Tx, 78574

Tel.(956) 240-0749
Fax: (956) 584-0049

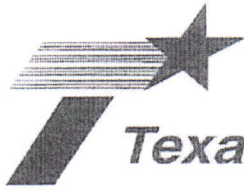
Invoice

Date	Invoice #
9/28/2009	2009-10A

Bill to:
Hidalgo County
Att: Agapito Vargas Jr.
301 East State Street
Pharr, Tx 78577

SHIP TO:
301 East State Street
Pharr, Tx 78577

Description							
La Homa Groves Subdivision	\$2,742.94						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Subtotal</td> <td style="text-align: right;">\$ 2,742.94</td> </tr> <tr> <td>Sales Tax (0.0%)</td> <td></td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$2,742.94</td> </tr> </table>		Subtotal	\$ 2,742.94	Sales Tax (0.0%)		Total:	\$2,742.94
Subtotal	\$ 2,742.94						
Sales Tax (0.0%)							
Total:	\$2,742.94						



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

October 8, 2009

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT has completed a final inspection of the Hidalgo County Border Colonia Access Program 3rd-call project La Homa Groves Estates, 3C0310380. The project was built according to plans and dimensions on record with TxDOT, and there were no exceptions.

I now have all documentation for this project on file to approve authorized final reimbursements for work. Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

**COLONIA ACCESS PROGRAM
MARCIE JACKSON
ADMINISTRATIVE ASSISTANT**
email: marcie.jackson@co.hidalgo.tx.us

LETTER OF TRANSMITTAL

TO: Hidalgo County Precinct 3
ATTENTION: Norma Ceballos

DATE: October 14, 2009
FROM: Marcie Jackson
TITLE: CAP Administrative Assistant

REASON FOR TRANSMITTAL CHECKED BELOW:

- | | | |
|---|---|---|
| <input type="checkbox"/> As Requested | <input checked="" type="checkbox"/> <u>For Approval</u> | <input type="checkbox"/> Copy of Letter |
| <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> Review and Comment |
| <input type="checkbox"/> Agenda Item | <input type="checkbox"/> Hand Delivered | <input type="checkbox"/> Other |

REMARKS: Requesting Commissioner Joe M. Flores or Department Head to approve and sign Request for Engineering Payment Invoice: Invoice #2009-10 from Izaguirre Engineering Group LLC. NOTE PLEASE FORWARD TO THE AUDITOR'S DEPARTMENT FOR PROCESS OF PAYMENT

301 E. STATE STREET * PHARR, TX 78577 * PH. (956) 787-1891 * FAX (956) 787-4683
marcie.jackson@co.hidalgo.tx.us

Detach here

Detach here

**COLONIA ACCESS PROGRAM
MARCIE JACKSON
ADMINISTRATIVE ASSISTANT**

TO: Norma Ceballos DATE October 14, 2009

RE: Request for Payment Invoice: Invoice 2009-10 Izaguirre Engineering Services – Approval and Signature forward to Auditor's

RECEIVED BY: _____ DATE _____

Request for Fuel Cards

CC CONSENT

Date: 10/20/2009
 Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

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

- a. Constable Pct 3
- b. Constable Pct 4
- c. Headstart; and, if applicable;

2. 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 for:
 n/a

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-293-001-0-626
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 \$30,955.70 available funding as of 10/15/09.rc

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-001-0-626
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 \$13,928.00 available funding as of 10/15/09.rc

FISCAL YEAR: 2009 ACCT. #: HEADSTART FUNDS
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:

Attachments

Link: [const pct 3 10.20.09](#)

Link: [const pct 4 10.20.09](#)

Link: [HS 10.20.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:53 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 09:18 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/15/2009 01:55 PM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Ovidio Gonzalez
Started On: 10/14/2009 10:43 AM

Final Approval Date: 10/16/2009

FUEL CREDIT CARD REQUEST FORM

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

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

Department:	Constable Precinct 3		
Billing Address:	130 N. Breynogle Rd. Suite B Mission Tx 78574		
Fuel Card Manager:	Raquel V. Ramos		
	This person can not have use of the fuel card		
Phone Number:	956-205-7031	County Email:	raquel.ramos@co.hidalgo.tx.us
Web user Name:	Ramos	Password:	
Hidalgo Co Acct Number:	9-1100-42100-293-001-0-626		
Requested By:	Heraldo Sanchez Chief Deputy Constable		
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

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

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

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

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Hugo Rangel	10-17-72	002189		

FUEL CREDIT CARD REQUEST FORM

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

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

Department:	HIDALGO COUNTY CONSTABLE PRECINCT 4		
Billing Address:	1212 S. 25 TH ST. EDINBURG, TEXAS 78542		
Fuel Card Manager:	RAUL GARCIA		
Phone Number:	956-383-8560	County Email:	RAUL.GARCIA@CO.HIDALGO.TX.US
Web user Name:		Password:	
Hidalgo Co Acct Number:	9-1100-421-00-294-001-0-626		
Requested By:	JOEL RIVERA, CHIEF DEPUTY		
	Sign & Print Elected Official/Supervisor/Director		

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

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

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
106 2192	2009 CHEVROLET TAHOE	1GNEC03069R245197	
106 2193	2009 CHEVROLET TAHOE	1GNEC03049R245229	

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

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy

AI-18011

9.H.

**CAP Pct No. 1 Round 3 Authority to Advertise
CC CONSENT**

Date: 10/20/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of the following Pct. 1, 3rd call BCAP Projects with plans and specifications drafted by project engineer.

1. Mary Ann Subdivision
2. Colonia Boyce
3. Saenz Subdivision
4. Valley View Estates

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Please refer to the attached expense report for funding availability as of 10-15-09.

Colonia Saenz (program #181); Colonia Boyce (232); Valley View Estates (779); Mary Ann (895).

Attachments

Link: [ai request 18011](#)

Link: [Expense Report as of 10-15-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:51 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 09:15 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2009 02:11 PM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Yvette Islas Started On: 10/14/2009 10:32 AM

Final Approval Date: 10/16/2009

ai#
18011

Yvette Islas


From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, October 14, 2009 9:56 AM
To: Yvette, Purchaser
Cc: dina.trevino@co.hidalgo.tx.us; Valde ; Marcie Jackson; John Paul Lugo; joseph.palacios@co.hidalgo.tx.us
Subject: CC Agenda - Colonia Access Program 3rd Call

Yvette, please place the following items on CC agenda for Tuesday 20th October 2009:
Approval to advertise, 3rd Call Border Colonias Projects for Precinct 1: Mary Ann Subdivision (CSJ: 3C1080895); Colonia Boyce (CSJ: 3C1080232); Saenz Subdivision (CSJ: 3C1080181) and Valley View Estates (CSJ: 3C1080779).
Project Engineer: Rodriguez Engineering
Accounts: 9-1312-431-00-121-895-0-731 & 733; 9-1312-431-00-121-232-0-731-733; 9-1312-431-00-121-181-0-731 & 733; 9-1312-431-00-121-779-0-731 & 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!

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3						
181						
9-1312-431-00-121-181-0-312 COLONIA SAENZ-INDIRECT COST	.00	558.49	.00	115.39	443.10	20.66
9-1312-431-00-121-181-0-334 COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	5,365.41	1,073.09	4,292.32	.00	100.00
9-1312-431-00-121-181-0-339 COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,707.18	1,707.18	.00	.00	100.00
9-1312-431-00-121-181-0-731 COLONIA SAENZ-ROADS	.00	32,576.50	.00	.00	32,576.50	.00
9-1312-431-00-121-181-0-733 COLONIA SAENZ-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
9-1312-431-00-121-181-0-899 COLONIA SAENZ-CONTINGENCY	.00	10,611.33	.00	.00	10,611.33	.00
181	.00	67,018.91	2,780.27	4,407.71	59,830.93	10.73
232						
9-1312-431-00-121-232-0-312 COLONIA BOYCE-INDIRECT COST	.00	1,121.23	.00	242.08	879.15	21.59
9-1312-431-00-121-232-0-334 COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	2,154.33	8,617.31	.00	100.00
9-1312-431-00-121-232-0-339 COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,427.34	3,427.34	.00	.00	100.00
9-1312-431-00-121-232-0-731 COLONIA BOYCE-ROADS	.00	97,924.00	.00	.00	97,924.00	.00
9-1312-431-00-121-232-0-899 COLONIA BOYCE-CONTINGENCY	.00	21,303.37	.00	.00	21,303.37	.00
232	.00	134,547.58	5,581.67	8,859.39	120,106.52	10.73
779						
9-1312-431-00-121-779-0-312 VALLEY VIEW ESTATES-INDIRECT COST	.00	1,207.69	.00	322.74	884.95	26.72
9-1312-431-00-121-779-0-334 VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	11,602.31	2,320.47	9,281.84	.00	100.00
9-1312-431-00-121-779-0-339 VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,691.64	3,691.64	.00	.00	100.00
9-1312-431-00-121-779-0-731 VALLEY VIEW ESTATES-ROADS	.00	97,107.50	.00	.00	97,107.50	.00
9-1312-431-00-121-779-0-733 VALLEY VIEW ESTATES-DRAINAGE DITCHES	.00	8,368.00	.00	.00	8,368.00	.00
9-1312-431-00-121-779-0-899 VALLEY VIEW ESTATES-CONTINGENCY	.00	22,946.20	.00	.00	22,946.20	.00
779	.00	144,923.34	6,012.11	9,604.58	129,306.65	10.78
895						
9-1312-431-00-121-895-0-312 MARY ANN-INDIRECT COST	.00	2,070.57	.00	443.36	1,627.21	21.41
9-1312-431-00-121-895-0-334 MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	3,978.39	15,913.57	.00	100.00
9-1312-431-00-121-895-0-339 MARY ANN-OTHER PROFESSIONAL SERVICES	.00	6,329.26	6,329.26	.00	.00	100.00
9-1312-431-00-121-895-0-731 MARY ANN-ROADS	.00	152,036.00	.00	.00	152,036.00	.00
9-1312-431-00-121-895-0-733 MARY ANN-DRAINAGE DITCHES	.00	28,800.00	.00	.00	28,800.00	.00
9-1312-431-00-121-895-0-899 MARY ANN-CONTINGENCY	.00	39,340.87	.00	.00	39,340.87	.00
895	.00	248,468.66	10,307.65	16,356.93	221,804.08	10.73
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3	.00	594,958.49	24,681.70	39,228.61	531,048.18	10.74
9 YEAR	.00	594,958.49	24,681.70	39,228.61	531,048.18	10.74

**Approval to Utilize TXMAS vendors
CC CONSENT**

Date: 10/20/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

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 #
Snap-On Industrial	Hardware Store Products & Service	3-51V010
Emergency Vehicle Equipment Co.	Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine	5-840180
The Hon Company	Special Use Furniture	6-71111060-11

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. #: VARIOUS
 FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Purchases on an as needed basis. No funding required at this time.

Attachments

Link: [TXMAS VENDORS](#)
 Link: [TXMAS VENDORS- THE HON COMPANY](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:48 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 09:10 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/16/2009 10:53 AM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW

Form Started By: Matilde Faz
 Started On: 10/14/2009 09:40 AM
 Final Approval Date: 10/16/2009



Window on State Government

Consent 10/20/09
#18009

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.

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.



**SNAP-ON INDUSTRIAL
Contract TXMAS-3-51V010**

On-Line Catalog/Order Processing

Hardware Store Products and Service

Corporate Office:
IDSC HOLDING, LLC DBA:SNAP-ON INDUSTRIAL
ATTN: Andrea K. Ehlert
KENOSHA WI 53141-1410
USA

Send PO to:
SNAP-ON INDUSTRIAL
P.O. BOX 9004
CRYSTAL LAKE IL 60039
USA
Vendor ID: 13640702943

Invoice From:
SNAP-ON INDUSTRIAL
P.O. BOX 9004
CRYSTAL LAKE IL 60039
USA
Vendor ID:

Delivery: 3-5 DAYS IN STOCK
MAX 30-45 DAYS ARO

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: SNAP-ON INDUSTRIAL
IDSC HOLDINGS, INC.
21755 NETWORK PL
CHICAGO IL 60673-1217
USA
Vendor ID:

Vendor ID: 13640702943

Business Type: Large

DUNS #: 806095217

Effective: 9/20/2002
Expires: 1/31/2011

CONTACT: RICHARD CHAPPELL
Phone 936-321-6561
RICHARD.E.CHAPPELL@SNAPON.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 9/20/2002 through 1/31/2011 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. GS-06F-0006L.

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: \$10 for GSA Advantage orders only
Maximum Order: \$300,000 / Discount 20% - 50%

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.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract **must** purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have questions, please contact richard.sanjose@cpa.state.tx.us (512-463-3421) or jackie.klaus@cpa.state.tx.us (512-463-8839).

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: HEX KEYS / T-SHAPE, REMOVER SETS, #5 SPLINE DRIVE, 1" DRIVE, 1/2" DRIVE, 1/4" DRIVE, 2 AND 3 JAW-HYDRAULIC, 2 JAW PRESSURE SCREW, 2 JAW SLIDE HAMMER, 3 JAW PRESSURE SCREW, 3 JAW SLIDE HAMMER, 3/4" DRIVE, 3/8" DRIVE, ABOVE GROUND LIFTS, ABRASIVE BLAST SYSTEMS, ABRASIVE WHEELS, ADJUSTABLE CLICK-TYPE TORQUE WRENCHES, ADJUSTABLE JOINT PLIER, ADJUSTABLE WRENCHES, AIR BRUSHING, AIR COMPRESSORS, AIR CONDITIONING, AIR HAMMER BITS AND ACCESSORIES, AIR HAMMERS, AIR HOSES AND SWIVELS, AIR LINE COUPLERS AND ADAPTORS, AIR RATCHETS, AIR/CORDLESS POWER TOOL ACCESSORIES, ANTENNA / MIRROR, AQUEOUS BASED, ARBOR PRESSES, AUTO CARE / DETAILING, AUTOMOTIVE DIESEL SERVICE TOOLS, AUTOMOTIVE PULLERS, AWLS HOOKS AND PICKS, AXLE NUT SOCKETS, BACK SUPPORTS / ARM PROTECTORS / KNEE PADS, BALL JOINT, BALL PEEN HAMMERS, BAR-TYPE MANUAL PUSH-PULL SETS, BAR-TYPE PULLERS, BATTERIES, CHARGERS and ACCESSORIES, BATTERY CHARGERS, BATTERY CHARGING AND TESTING, BATTERY SERVICE TOOLS, BATTERY SYSTEM TESTERS, BATTERY TESTERS / BOOSTER PACKS / STARTING UNITS, BEARING SEPARATORS, BENCH GRINDERS AND ACCESSORIES, BENCHES, BITS / ACCESSORIES, BITS / HEX SHANK, BITS / POWER, BLEEDER KITS, BLIND HOLE BEARING, BLOW GUNS, BLUE-POINT HAND TOOLS, BODY REPAIR, BODY TOOL SETS, BOOSTER CABLES AND CLAMPS, BORESCOPES, BOX / OFFSET, BOX / RATCHETING, BRAKE LATHES AND ACCESSORIES, BRAKE SERVICE TOOLS, BRITISH STANDARD, BUDD WHEEL, BULK OVERHEAD CABINETS, BUSHING / SEAL DRIVER SETS, CABINET-TYPE ABRASIVE

BLAST SYSTEMS, CABLE CUTTERS, CALIPERS / MAGNETIC BASES / DIVIDERS, CARBURETOR, CASTER-CAMBER, CHARGING / STARTING, CHRYSLER O.E.M. SETS, CIRCUIT TESTERS, CLUTCH, COLD WATER PRESSURE WASHERS, COMBINATION / BLUE-POINT®, COMBINATION / FLANK DRIVE®, COMBINATION / FLANK DRIVE® Plus, COMBINATION BOX / RATCHETING OPEN END, COMBINATION RATCHETING BOX / OPEN END / FLANK DRIVE®, COMBINATION RATCHETING BOX/OPEN END / BLUE-POINT®, COMBINATION RATCHETING BOX/OPEN END / FLANK DRIVE® PLUS, COMBINATION/SLIP-JOINT, COMPRESSION GAUGE SETS, COMPRESSORS, COMPUTERIZED WHEEL BALANCERS, COOLING SYSTEM, COVERS, CREEPERS / COVERS, CROWFOOT / 1/4" / 3/8" 1/2" DRIVE, CUMMINS SERVICE TOOLS, CUTTERS AND GRINDERS, CYLINDER LEAKAGE / ENGINE VACUUM GAUGES, CYLINDER SERVICE TOOLS, DEAD BLOW, DENT PULLER SYSTEMS, DETROIT 53, 60, 71, AND 92 SERIES SERVICE TOOLS, DIE GRINDERS, DIESEL COMPRESSION, DIESEL SERVICE SETS / DIESEL FUEL SERVICE, DIFFERENTIAL, DIGITAL MULTIMETERS, DOOR TOOLS, DRAWER LINER SETS, DRAWER LINER SETS, DRILL PRESSES, DRILLS, DRIVE LINE, DRIVE SHAFT, EAR AND FACE PROTECTION, ELECTRICAL, ELECTRICAL / ELECTRONIC SERVICE, ELECTRONIC TORQUE WRENCHES, END CABINETS, ENGINE SERVICE TOOLS, ENGINE STANDS/HOISTS/SLINGS, ETHOS SCANTOOL SYSTEM, EXHAUST, EXPANDERS/CUTTERS/SPECIALTY TOOLS, EXTENSION CORDS AND LIGHTS, EXTRACTOR SETS, EXTRACTOR TOOLS, EYE PROTECTION, FEELER GAUGES, FILES AND STONES, FLANK DRIVE®, FLARE NUT, FLARING/CUTTERS/BENDING, FLASHLIGHTS (NON-RECHARGEABLE), FLASHLIGHTS / COMPRESSORS / VACUUMS, FLASHLIGHTS/LANTERNS (RECHARGEABLE), FLAT TIP / PLASTIC HANDLE, FLEX-HEAD, FLEXIBLE LIGHTS / MAGNIFIERS, FLOOR MATS, FLOOR SOAPS / CLEANING, FLUID MAINTENANCE, FLUID TRANSFER SERVICE EQUIPMENT, FORD O.E.M. SETS, FORD/NAVISTAR SERVICE TOOLS, FOUR WHEEL DRIVE, FRONT WHEEL DRIVE, FUEL AND ENGINE SYSTEMS, FUEL INJECTION, FUEL SYSTEMS, GAS WELDING, GEARED HEAD MULTIPLIERS, GENERAL SERVICE O.E.M. SETS, GENERAL SERVICE SETS, GLOVES, GLUE GUNS, GM O.E.M. SETS, GREASE AND OIL, GRINDERS, GRINDING / WORK BENCHES, GRINDING BURRS, GRINDING DISCS AND WHEELS, HACKSAWS, HAMMERS, HAND CLEANERS, HAND HELD DIAGNOSTIC SOFTWARE, HAND HELD DIAGNOSTICS, HAND TOOL ORGANIZERS, HAND TOOLS, HEADLAMP, HEADLAMP AIMING, HEX TIP, HIGH SPEED STEEL DRILL BITS, HOLE SAWS, HONES, HYDRAULIC PRESSES, HYDRAULIC ACCESSORIES, HYDRAULIC FLOOR AND BENCH PRESSES, HYDRAULIC POWER UNITS, IGNITION LAB SCOPE ACCESSORIES, IMPACT ACCESSORIES, IMPACT SOCKET RETAINERS, IMPACT SOCKETS, IMPACT SWIVEL SOCKETS, IMPACT WRENCHES, INDUSTRIAL MODULAR CABINETS, INFRARED THERMOMETERS, INSULATING COMPOSITE, INTERCHANGEABLE PULLER SETS, Interchangeable Torque Wrench Heads, JACKS, KING PIN PULLERS, KNIVES, LEAK DETECTORS, LIFTING, LIGHTING, LIMITED ACCESS TOOLS, LINEMAN'S, LOCKERS AND DRAWER SECTIONS, LOCKING PLIERS / VGP AND GP SERIES, LOCKING PLIERS / VISE-GRIP®, LONG-REACH PLIERS AND CUTTERS, LUBRICATION, LUBRICATION ACCESSORIES / AIR TOOL RACKS, LUGNUT, MASTIC REMOVAL SYSTEMS, MEASURING, MEASURING SETS / STRAIGHT EDGES / STEEL RULES, METAL BOXES, METRIC SETS, MICROMETERS AND SETS, MID-RISE LIFTS, MIRRORS / PICK-UP TOOLS, MISCELLANEOUS ACCESSORIES, MODIS ACCESSORIES, MODIS™ MODULAR DIAGNOSTIC INFORMATION SYSTEM, MOTORCYCLE SERVICE TOOLS, NEEDLE NOSE, NUT DRIVERS, NUT SPLITTERS AND CABLE CUTTERS, OIL FILTER, OPEN END, PAINT GUN CLEANERS, PAINT SPRAY, PARTS CLEANING, PARTS WASHER ACCESSORIES, PARTS WASHERS, PHILLIPS® TIP / PLASTIC HANDLE, PIPE NIPPLE REMOVERS, PISTON, PISTON SERVICE TOOLS, PLASMA CUTTERS, PLASTIC BOXES / TOTE TRAYS / WALL CABINETS, PLIERS, PLIERS AND CUTTERS (BLUE-POINT®), PLUG TAPS AND DIES, PORTABLE PARTS WASHERS, PORTABLE PRESSURE BLAST SYSTEMS, POWER ACCESSORIES, POWER SOCKETS, POWER SOCKETS / MAGNETIC, POWER TOOLS, AIR, POWER TOOLS, CORDLESS, POWER TOOLS, ELECTRIC, POZIDRIV® TIP / PLASTIC HANDLE, PRESSURE WASHERS, PRYBARS, PRYING, PULLERS GENERAL PURPOSE INTERCHANGEABLE, PUNCHES / CHISELS, R12 SERVICE TOOLS, R-134A AND R-12 SERVICE EQUIPMENT, RADIATOR TOOLS, RATCHETING / PLASTIC HANDLE, RATCHETS, RATCHETS, RATCHETS, HANDLES AND ACCESSORIES, RECYCLING / RECHARGING SYSTEMS (R134a), RETAINING RING, RETHREADING TAPS AND DIES, RIVETING AND NUT SETTING, ROLL CABS, ROLL CARTS, SAFETY EQUIPMENT, SAFETY WIRING, SANDBLASTERS, SANDBLASTING ACCESSORIES, SANDERS AND POLISHERS, SCAN TOOL ACCESSORIES, SCISSORS, SCISSORS LIFTS, SCRAPERS / PUTTY KNIVES, SCREW STARTERS, SCREWDRIVERS, SERVICE AND TRAINING PROGRAMS, SERVICE TOOLS, SETS / SCREWDRIVER BIT AND RATCHET, SHEARS/ CUTTERS, SHELVES, TRAYS and RACKS, SHOCK

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.

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Susan Combs Texas Comptroller of Public Accounts

*Consent #18009
10/20/09*

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.

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.



EMERGENCY VEHICLE EQUIPMENT CO.
Contract TXMAS-5-840180

On-Line Catalog/Order Processing

**TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE**

Corporate Office:
EMERGENCY VEHICLE
EQUIPMENT CO.
611 MAGIC MILE, BLDG. 201
ARLINGTON TX 76011
USA

Delivery: 30 DAYS ARO

FOB Point: ORIGIN

Terms: NET 30 DAYS

Send PO to:
EMERGENCY VEHICLE
EQUIPMENT CO.
611 MAGIC MILE, BLDG. 201
ARLINGTON TX 76011
USA

Remit To: EMERGENCY VEHICLE
EQUIPMENT CO.
611 MAGIC MILE, BLDG. 201
ARLINGTON TX 76011
USA

Vendor ID:

Vendor ID: 17605137409

Vendor ID: 17605137409

Invoice From:
EMERGENCY VEHICLE
EQUIPMENT CO.
611 MAGIC MILE, BLDG. 201
ARLINGTON TX 76011
USA

Business
Type: Small

DUNS #: 803067297

Effective: 6/17/2005

Expires: 8/31/2014

Vendor ID:

CONTACT: NEIL DICKINSON
Phone 817-461-1220
NEIL.D@COPCARS.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 6/17/2005 through 8/31/2014 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-07F-6000P.

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 a 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: \$1

Maximum Order: \$200,000

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.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract **must** purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have questions, please contact richard.sanjose@cpa.state.tx.us (512-463-3421) or jackie.klaus@cpa.state.tx.us (512-463-8839).

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.

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Keywords: streamlight, whelen, pro cooper, pro-gard, jotto, kodiak, PSE Amber 2005

Contact Us

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Consent
18009
10/20/09

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

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THE HON COMPANY
Contract TXMAS-6-71111060

On-Line Catalog/Order Processing

SPECIAL USE FURNITURE

Corporate Office: THE HON COMPANY 200 OAK STREET MUSCATINE IA 52761 USA	Delivery: 60 DAYS ARO
Send PO to: THE HON COMPANY 200 OAK STREET C/O SERVICING DEALER MUSCATINE IA 52761 USA Vendor ID: 14214914740	FOB Point: DESTINATION
Invoice From: THE HON COMPANY 200 OAK STREET MUSCATINE IA 52761 USA Vendor ID:	Terms:
	Remit To: THE HON COMPANY P.O. BOX 404422 ATLANTA GA 30384-4422 USA Vendor ID:
	Vendor ID: 14214914740
	Business Type: Large
	DUNS #: 147814735
	Effective: 5/10/2006
	Expires: 3/26/2011

CONTACT: RANDY HERMANN
 Phone 800-553-8230 x27086
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-6-71111060-1</u>	No	JIM MARSHALL 512-832-6400 x19 jmarshal@abfurn.com
BUSINESS INTERIORS	EL PASO	TX	<u>TXMAS-6-71111060-3</u>	No	EDWARD HOWELL 915-591-9393 ed.howell@businessinteriors-ep.com

SEWCO, INC. DBA ELLIOT RUSSELL	AMARILLO	TX	<u>TXMAS-6-71111060-5</u>	No	MR. RON WATTS 806-372-2236 rmwatts@arn.net
BROWN INTERIOR SOLUTIONS	EL PASO	TX	<u>TXMAS-6-71111060-7</u>	Yes Gender=F, Ethnicity=WO	VAL BROWN 915-544-6767 VAL@BROWNIS.COM
HESTERS/MCGLAUN	LUBBOCK	TX	<u>TXMAS-6-71111060-8</u>	No	MR RON WATTS 806-766-8888 rmwatts@arn.net
INTEGRATED FURNITURE SYSTEMS INC	ARLINGTON	TX	<u>TXMAS-6-71111060-9</u>	No	MR. TONY VANDERGRIF 817-261-5224 tonyv@ecssystem.com
J. TYLER SERVICES INC.	HOUSTON	TX	<u>TXMAS-6-71111060-10</u>	Yes Gender=F, Ethnicity=WO	JENNIFER LONGBOTHAM 713-468-2166 info@jtyler.com
JONES & COOK STATIONERS	MCALLEN	TX	<u>TXMAS-6-71111060-11</u>	No	FOSS JONES 956-686-6579 FIONES@JONESCOOK.COM
PLANO OFFICE SUPPLY	PLANO	TX	<u>TXMAS-6-71111060-12</u>	No	TOM LOWE 972-424-8561 TomL@planoofficesupply.com
TEXAS FURNITURE SOURCE INC	CARROLLTON	TX	<u>TXMAS-6-71111060-13</u>	Yes Gender=F, Ethnicity=WO	RON PARR 972-490-0456 RPTEXASFURNITURE@SBCGLOBAL.NET
FURNITURE FOR BUSINESS INC	AUSTIN	TX	<u>TXMAS-6-71111060-15</u>	Yes Gender=F, Ethnicity=WO	BRAD WELLS 512-833-9000 brad@furnitureforbusiness.com
J R INC	UNIVERSAL CITY	TX	<u>TXMAS-6-71111060-16</u>	Yes Gender=M, Ethnicity=HI	JESSIE RODRIGUEZ 210-658-6364 jcrodriguez@jrinc.org
PERRY OFFICE PRODUCTS INC	TEMPLE	TX	<u>TXMAS-6-71111060-17</u>	Yes Gender=F, Ethnicity=WO	LISA GRIFFIN 254-778-4755 LISAG@PERRYOP.COM
WILTON'S OFFICEWORKS, LTD	BRYAN	TX	<u>TXMAS-6-71111060-18</u>	Yes Gender=F, Ethnicity=WO	STAN WILTON 979-268-0062 sales@wiltons.com
CARROLL'S DISCOUNT OFFICE FURNITURE	HOUSTON	TX	<u>TXMAS-6-71111060-19</u>	Yes Gender=F, Ethnicity=WO	DEVOE SMELLEY 713-667-6668 devoe@carrolls.com
BUSINESS INTERIORS	IRVING	TX	<u>TXMAS-6-71111060-23</u>	Yes Gender=F, Ethnicity=WO	SALLY SMITH 817-858-2052 ssmith@businessinteriors.com
OM WORKSPACE	AUSTIN	TX	<u>TXMAS-6-71111060-</u>	No	ROB BECKER 512-349-0717

			25		robbecker@omworkspace.com
OM WORKSPACE	HOUSTON	TX	TXMAS-6-71111060-26	No	JEANA WILSON 713-937-2020 jeanawilson@boiseoffice.com
9 TO 5 OFFICE PRODUCTS CENTER, INC.	DALLAS	TX	TXMAS-6-71111060-27	Yes Gender=M, Ethnicity=HI	JEFFREY L. COOK 817-255-8610 JCOOK@SOSTEXAS.COM
CONTRACTA OFFICE FURNISHINGS	DALLAS	TX	TXMAS-6-71111060-28	No	RICHARD BERG 214-631-1330 RICKB@CONTRACTA.COM
OFFICE DEPOT	SAN ANTONIO	TX	TXMAS-6-71111060-29	No	SAM MALLOW 210-494-7313 x159 SMALLOW@OFFICEDEPOT.COM
SMARKETING BUSINESS SYSTEMS	HOUSTON	TX	TXMAS-6-71111060-30	Yes Gender=F, Ethnicity=BL	Le'ROY JONES 713-529-5898 LEROY@SMARKETINGTX.COM
INDECO SALES, INC.	BELTON	TX	TXMAS-6-71111060-31	No	JERRY MAYS 800-692-4256 JERRY.MAYS@INDECOSALES.COM
CORPORATE SOURCE, LTD	DALLAS	TX	TXMAS-6-71111060-32	No	JEFF BLUE 214-468-0468 JBLUE@CORPORATESOURCE.ORG
CHALLENGE OFFICE PRODUCTS	HOUSTON	TX	TXMAS-6-71111060-33	Yes Gender=M, Ethnicity=HI	JOHN BARBOSA 713-644-4007 JBARBOSA@CHALLENGEOFFICEPRODUCTS.COM
ONE OFFICE FURNITURE	THE WOODLANDS	TX	TXMAS-6-71111060-34	No	BILL ENGLAND 281-353-5432 BILL.ENGLAND@ONEOFFICEFURNITURE.COM
ARMSTRONG OFFICE CONCEPTS, LLC	FLOWER MOUND	TX	TXMAS-6-71111060-35	Yes Gender=F, Ethnicity=WO	JULIE ARMSTRONG 972-355-6648 JULIEA@ARMSTRONGOFFICECONCEPTS.COM
ERGONOMIC OFFICE FURNITURE SOLUTIONS	LEAGUE CITY	TX	TXMAS-6-71111060-36	Yes Gender=F, Ethnicity=WO	JOHN JAMARIK 281-316-2288 THEERGOMAN@AOL.COM
G&P OFFICE FURNITURE	LAPORTE	TX	TXMAS-6-71111060-37	No	SHANNIN STONE 281-471-6310 SHANNIN@GANDPOFFICEFURNITURE.COM
WITTIG'S OFFICE INTERIORS	SAN ANTONIO	TX	TXMAS-6-71111060-38	No	MARK WITTIG 210-270-0100 MARK.WITTIG@WITTIGS.COM
STAR OFFICE PRODUCTS	HOUSTON	TX	TXMAS-6-71111060-39	Yes Gender=F, Ethnicity=WO	JOE LOMBARDO 713-686-6611 JLOMBARDO@STAROFFICEPROD.COM
			TXMAS-		

EDUCATOR'S DEPOT, INC.	SUGAR LAND	TX	6- 71111060- 40	No	STEVE TOWER 979-387-3000 STEVE.TOWER@EDDEPOTONLINE.COM
CONTRACT RESOURCE GROUP, INC.	HOUSTON	TX	TXMAS- 6- 71111060- 41	No	BRYAN COLBY 713-803-0111 COLBYB@CRGOFFICE.COM
WORKSPACE RESOURCE	CONROE	TX	TXMAS- 6- 71111060- 42	No	JAMES STROLE 936-756-1512 JSTROLE@WORKSPACE-RESOURCE.COM
OFFICE SOURCE	TEXARKANA	TX	TXMAS- 6- 71111060- 43	Yes Gender=F, Ethnicity=WO	ROBERT L. DAVIS 903-794-3113 RDAVIS@OSOURCE.NET
WILSON OFFICE INTERIORS	DALLAS	TX	TXMAS- 6- 71111060- 44	No	JOHN SAMPLE 972-488-4100 JSAMPLE@WILSONOI.COM
CONVENIENCE OFFICE SUPPLY	AUSTIN	TX	TXMAS- 6- 71111060- 45	Yes Gender=F, Ethnicity=WO	BILL MEARS 512-835-1891 x163 BILLMEARS@COSAINC.COM
ABLES-LAND, INC.	TYLER	TX	TXMAS- 6- 71111060- 46	Yes Gender=F, Ethnicity=WO	JULIE ABLES 903-593-8407 JULIE@ABLESLAND.COM
TOTAL OFFICE SOLUTIONS	WACO	TX	TXMAS- 6- 71111060- 47	Yes Gender=F, Ethnicity=WO	BOBBY STERLING 254-235-8200 TOTAL_OFFICE@GRANDCCOM.NET
PREFERRED OFFICE PRODUCTS	DALLAS	TX	TXMAS- 6- 71111060- 51	No	ANDREW ATKINSON 214-358-1200 ANDREWA@POPEXPRESS.COM
ANDERSEN SCHOEL OFFICE INTERIORS	HARKER HEIGHTS	TX	TXMAS- 6- 71111060- 52	No	J C SCHOEL 254-698-1483 JC@ANDERSENSCHOEL.COM
OAK CLIFF OFFICE PRODUCTS	DALLAS	TX	TXMAS- 6- 71111060- 53	No	KEN CALDWELL 214-943-7421 KENC@OAKCLIFFOFFICESUPPLY.COM
DC INTERIORS	SAN ANTONIO	TX	TXMAS- 6- 71111060- 54	Yes Gender=F, Ethnicity=HI	DARLENE CASIAS 210-496-9922 DARLENE@DCIOFFICE.COM
MCKINNEY OFFICE SUPPLY	MCKINNEY	TX	TXMAS- 6- 71111060- 55	Yes Gender=F, Ethnicity=WO	JEANINE HALL 972-562-5020 JEANINEH@MCKINNEYOFFICESUPPLY.COM
BUSINESS INTERIORS BY STAPLES - AUSTIN	CHICAGO	IL	TXMAS- 6- 71111060- 56	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY STAPLES - CORPUS CHRISTI	CHICAGO	IL	TXMAS- 6- 71111060- 57	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM

BUSINESS INTERIORS BY STAPLES -- HOUSTON	CHICAGO	IL	<u>TXMAS-</u> 6- <u>71111060-</u> 58	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY STAPLES -- SAN ANTONIO	CHICAGO	IL	<u>TXMAS-</u> 6- <u>71111060-</u> 59	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 5/10/2006 through 3/26/2011 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. GS-27F-0015S.

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: \$200,000~~

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.

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Authority to Utilize Cooperatives

CC CONSENT

Date: 10/20/2009
 Submitted By: Tanya Delira, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

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

Coop	Vendor	Contract Description	Contract #	Expiration Date
TCPN	Xerox	Xerox Supplies	R-4662	12/31/2009
TCPN	CDW	Computers, Components, Peripherals, Software	R-4713	09/30/2010
TCPN	M&A Technology	Computers, Components, Peripherals, Software	R-4721	09/30/2010
TCPN	Tech Depot	Computers, Components, Peripherals Software	R-4716	09/30/2010
TCPN	Tremco	Roofing Products & Services	R-4812	09/30/2010
DIR	CDW	Computers, Components, Peripherals, Software	DIR-SDD-592	08/23/2010
DIR	DLT Solutions, Inc	Software	DIR-SDD-513	05/10/2010
DIR	SHI, HP, Insight, Tech Depot	Hp Products, and 3rd Party Products to Purchase or Lease	DIR-SDD-223	12/02/09
TXMAS	The Hon c/o Jones and Cook	Office Furniture	3-711090-11	02/14/2010
TXMAS	W.W. Grainger, Inc.	Industrial Supplies & Equipment, Janitorial Supplies and Equipment	2-539030	11/30/2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Various
 FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Purchases on an as needed basis. No funding required at this time.

Attachments

Link: [TCPN Contracts](#)
 Link: [DIR Contracts](#)

Link: [TXMAS Contracts](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:39 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:42 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/16/2009 11:29 AM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Tanya Delira			Started On: 10/10/2009 09:48 AM	
Final Approval Date: 10/16/2009				





TCPN CONTRACT INFORMATION




Contract:	Paper, Fine		
Awarded Vendor:	Xerox Supplies		
TCPN Contract Number:	R4662 (All PO's must reference "Per TCPN Contract")		
Contract Expiration Date:	December 31, 2009		
Number of Annual Renewals:	0		
Approved Products/Services:	Xerox Supplies offers their full line of xerographic, multi-purpose, ink-jet, laser, colored, computer, cover, index, recycled paper and related supplies products.		
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN contract."		
Pricing:	Contact vendor for pricing.		
Other:	<u>Due Diligence and Information</u>		
Other:			
Online Ordering Availability:	Not available		
Freight/Delivery:	<ol style="list-style-type: none"> 1. Delivery from inventory (1-39 cartons or pallet quantities) 2. Pricing includes all freight and delivery charges for regular deliveries FOB destination. Orders shipped within 1-2 days after ARO. 24-hour delivery available at no charge to metropolitan areas. 3. Delivery from mill direct (5-9 pallets, 10-21 pallets and full truckloads) 4. Pricing includes all freight and delivery charges for mill direct shipments. Mill direct shipments are FOB Customer Receiving Dock with average delivery time of 14 business days for full trucks 8.5x11 and 28 business days for partial trucks and mixed trucks (i.e., some combination 8.5x11, 3HD, 8.5x14, 11x17 on a truck) 		
Vendor Contact:	Dallas-Fort Worth Area Erica Adkins Xerox Supply Account Manager Phone: 214-277-6005 Fax: 866-908-6368 Erica.Adkins@xerox.com	Greater Houston Area Beverly Caldwell - Xerox Media & Applications Specialist 281-334-2680 office 713-857-3692 cell Beverly.Caldwell@xerox.com	Business Sales Representative Michelle Sherrod Phone: (866) 318-9719 Fax: (888) 378-1247 tsb.sales.team@xerox.com
	San Antonio TX Area Shannon Greer, Supply & Applications Manager Office: (830) 980-5107 Cell: (210) 471-8725 Fax: (866) 791-2004 Shannon.Greer@xerox.com	Austin TX Area Felice Gee Phone: (512) 260-1011 Fax: (512) 260-1911 Cell: (512) 947-1509 Felice.Gee@xerox.com	Sales Manager Jessica Stephens Phone: (972) 420-2312 Fax: (972) 420-2864 Xerox Corporation 1303 Ridgeview Dr. Mail Stop R382/LV480 Lewisville, TX 75057 Jessica.stephens@xerox.com
	Arizona Tony Bamonte, Acct. Mgr. 2700 N. Central Ave. #500 Phoenix, AZ 85004		

	Tel: 480-661-8665 tony.bamonte@xerox.com
Vendor Website:	http://www.xerox.com
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	
TCPN Order Processing:	

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 The Cooperative Purchasing Network	TCPN CONTRACT INFORMATION
	
Contract:	Computers, Components, Peripherals, Software
Awarded Vendor:	CDW-Government
TCPN Contract Number:	R4713 (All PO's must reference "Per TCPN Contract")
Contract Expiration Date:	September 30, 2010*
Number of Annual Renewals:	1
Approved Products/Services:	Entire Catalog of Hardware, Software and Services
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."
Pricing:	Contact vendor for pricing.
Other:	Click here for due diligence documents.
Other:	
Online Ordering Availability:	TCPN Contract Website
Freight/Delivery:	Shipping shall be standard ground freight with an average delivery window of three to five business days. All orders shipping to areas where ground shipping is not an option, or orders that require expedited shipping methods shall be subject to applicable shipping charges.
Vendor Contact:	Click Here
Vendor Website:	http://www.cdwg.com/tcpn
Vendor MWBE/HUB Status:	Certified
TCPN Authorizing Statutes:	
TCPN Order Processing:	

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TCPN CONTRACT INFORMATION




A Service of M&A Technology

Contract:	Computers, Components, Peripherals, Software		
Awarded Vendor:	M&A Technology		
TCPN Contract Number:	R4721 (All PO's must reference "Per TCPN Contract")		
Contract Expiration Date:	September 30, 2010		
Number of Annual Renewals:	1		
Approved Products/Services:	Entire catalog.		
Order Placement:	This is an "E-commerce Contract" vendor which allows participating entities to send PO's directly to M&A Technology or order online via www.edubuyers.com . Please type "per TCPN Contract" in the description section for online orders.		
Pricing:	Contact vendor for pricing.		
Other:	Click here for due diligence documents.		
Other:			
Online Ordering Availability:	Please type "per TCPN Contract" in the description section for online orders.		
Freight/Delivery:	Ground shipping is included in TCPN pricing.		
Vendor Contact:	Dallas area Donna Shepard, VP, K-12 Sales and Operations 2045 Chenault Drive Carrollton, TX 75006 Tel: 800-225-1452 Fax: 972-490-0616 dshepard@macomp.com	Houston area Virginia Temple, Sr. Account Mgr. 8981 Interchange Drive Houston, TX 77054 Tel: 877-663-7222 Fax: 713-663-7472 vtemple@macomp.com	San Antonio area Debi Cooper, Sales & Operations Mgr. 3370 Nacogdoches, #152 San Antonio, TX 78217 Tel: 888-243-5092 Fax: 210-946-5112 dcooper@macomp.com
Vendor Website:	http://www.edubuyers.com		
Vendor MWBE/HUB Status:	Certified		
TCPN Authorizing Statutes:			
TCPN Order Processing:			

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 The Cooperative Purchasing Network	TCPN CONTRACT INFORMATION				
TECHDEPOT by Office DEPOT					
Contract:	Computers, Components, Peripherals, Software				
Awarded Vendor:	Tech Depot				
TCPN Contract Number:	R4716 (All PO's must reference "Per TCPN Contract")				
Contract Expiration Date:	September 30, 2010				
Number of Annual Renewals:	1				
Approved Products/Services:	Entire offering available through TCPN contract.				
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."				
Pricing:	Contact vendor for pricing.				
Other:	Click here for due diligence documents.				
Other:					
Online Ordering Availability:	Yes, please fill out E-Commerce Signup Sheet and send to TCPN.				
Freight/Delivery:	Ground freight is included in TCPN pricing.				
Vendor Contact:	<p>Sales Manager - Public Sector Carlos Montañez P: 888.251.4278 F: 888.251.4058 cmontanez@techdepot.com</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> East Coast/Atlantic (Florida) EST Time Kaitlin Crites Account Manager I P: 800-625-9866 Ext: 7286 F: 888-251-4058 kcrites@techdepot.com </td> <td style="width: 33%; vertical-align: top;"> Central US (Texas) CST Time Matt Caluori Account Manager I P: 800-625-9866 Ext: 7367 F: 888-251-4058 mcaluori@techdepot.com </td> <td style="width: 33%; vertical-align: top;"> West Coast (California) PST Time Gary Anderson Account Manager III P: 800-625-9866 x7407 F: 888-251-4058 ganderson@techdepot.com </td> </tr> </table>		East Coast/Atlantic (Florida) EST Time Kaitlin Crites Account Manager I P: 800-625-9866 Ext: 7286 F: 888-251-4058 kcrites@techdepot.com	Central US (Texas) CST Time Matt Caluori Account Manager I P: 800-625-9866 Ext: 7367 F: 888-251-4058 mcaluori@techdepot.com	West Coast (California) PST Time Gary Anderson Account Manager III P: 800-625-9866 x7407 F: 888-251-4058 ganderson@techdepot.com
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Vendor Website:	http://www.techdepot.com				
Vendor MWBE/HUB Status:	Not Certified				
TCPN Authorizing Statutes:					
TCPN Order Processing:					

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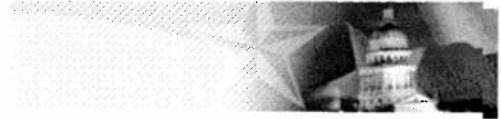
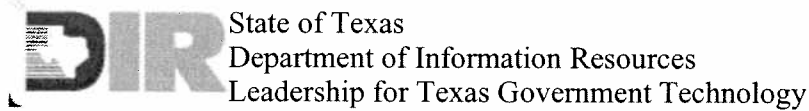
TCPN CONTRACT INFORMATION

TREMCO

ROOFING AND BUILDING MAINTENANCE DIVISION

Contract:	Roofing Products & Services
Awarded Vendor:	Tremco (Weatherproofing Technologies)
TCPN Contract Number:	R4812 (All PO's must reference "Per TCPN Contract")
Contract Expiration Date:	September 30 , 2010
Number of Annual Renewals:	2
Approved Products/Services:	Water resistant roofing, insulation, roof tiles and shingles, roofing & roof restoration, masonry, metalwork, woodwork, standing seam metal roof systems, roof specialties and accessories. Asset Management and Construction Services.
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."
Pricing:	Contact vendor for pricing.
Other:	Click here for due diligence documents.
Other:	
Online Ordering Availability:	Not available
Freight/Delivery:	Not applicable
Vendor Contact:	David M. Naber Principal Consultant 2210 Ben's View Trail Kingwood, TX 77339 281-358-4957 o 281-358-2162 f dnaber@tremcoinc.com
Vendor Website:	http://www.tremcoroofing.com
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	
TCPN Order Processing:	

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- [DIR IT Commodity List](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)
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for Computers: Ruggedized Computers, Accessories and Related Services

CDW Government, Inc., Vendor ID 1364230110800, offers Computers: Ruggedized Computers, Accessories and Related Services products to Texas governmental and public educational entities at discounted prices through DIR's Go DIRect Program.

Contract **DIR-SDD-592** expires **08/23/2010** ↗

- [How to Order](#)
- [Contract Information](#)
- [Contacts](#)

Available Products

- Computers: Ruggedized Computers, Accessories and Related Services

Available Brands

- General Dynamics Itronix
- Itronix

How To Order

- For product and pricing information, visit the CDW Government, Inc. website or contact the vendor representative.
- Generate a purchase order, made payable to the participating vendor.

Note: You must reference **Contract Number DIR-SDD-592** on your purchase order.

- Submit your purchase order directly to the vendor.
- Fax your purchase order and quote forms to CDW Government, Inc. at (312) 705-9492.

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Contract Information

To access PDF files, use the free [Adobe Acrobat Reader](#).

[Contract DIR-SDD-592 \(43 KB\)](#)

[Appendix A, Standard Terms and Conditions \(124 KB\)](#)

[Appendix B, HUB Subcontracting Plan \(80 KB\)](#)

[Amendment 1 \(16 KB\)](#)

[Amendment 2 \(16 KB\)](#)

[Amendment 3 \(51 KB\)](#)

[Amendment 4 \(42 KB\)](#)

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Contacts

Vendor Contacts

Vendor	HUB	Contact	Address
CDW Government, Inc. Vendor ID: 1364230110800	non-HUB	<u>Jay Carlile</u> Phone: 312-705-9592 Fax: (312) 705-9492	230 North Milwaukee Avenue Vernon Hills, IL 60061

DIR Contact

Brian Bell

Phone: (512) 475-4903

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Department of Information Resources

300 West 15th St., Suite 1300

Austin, TX 78701 ([Map & Directions](#))

1-512-475-4700

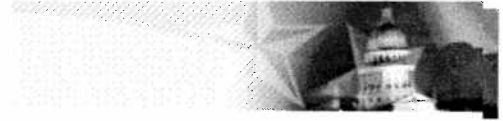
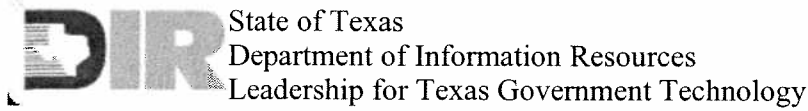
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Go Direct

for Software

DLT Solutions, Inc. , Vendor ID 1541599882000, offers Software products to Texas governmental and public educational entities at discounted prices through DIR's [Go DIRect Program](#).

Contract **DIR-SDD-513** expires **05/10/2010** ✕

- [How to Order](#)
- [Contract Information](#)
- [Contacts](#)

Available Products

- Software

Available Brands

- Autodesk Non-GIS

How To Order

- For product and pricing information contact the DLT Solutions, Inc. vendor representative.
- **Note:** The vendor website is not yet available. In the interim, please email [Cathy Coggin](#) or contact by telephone at 703-708-6867 .
- Generate a purchase order, made payable to the participating vendor.
Note: You must reference **Contract Number DIR-SDD-513** on your purchase order.
- Submit your purchase order directly to the vendor.
- Fax your purchase order and quote forms to DLT Solutions, Inc. at 703-709-8450.
- **Note:** This contract excludes all products and services for GIS software published by Autodesk Corporation. For Autodesk GIS software please see Contract No. [DIR-SDD-491](#).

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Contract Information

To access PDF files, use the free [Adobe Acrobat Reader](#).

[Contract DIR-SDD-513 \(33 KB\)](#)

[Appendix A, Standard Terms and Conditions \(69 KB\)](#)

[Appendix B, HUB Subcontracting Plan \(80 KB\)](#)

[Appendix C, Product and Pricing Index, updated 05/09/2009 \(44 KB\)](#)

[Appendix D, Software License Agreement \(44 KB\)](#)

[Appendix E, Service Agreement \(12 KB\)](#)

[Amendment 1 \(34 KB\)](#)

[Amendment 2 \(39 KB\)](#)

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Contacts

Vendor Contacts

Vendor	HUB	Contact	Address
DLT Solutions, Inc. Vendor ID: 1541599882000	non-HUB	<u>Cathy Coggin</u> Phone: 703-708-6867 Fax: 703-709-8450	13861 Sunrise Valley Drive, Suite 400 Herndon, VA 20171

DIR Contact

Phyllis Benitez

Phone: (512) 475-5700

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Austin, TX 78701 ([Map & Directions](#))

1-512-475-4700

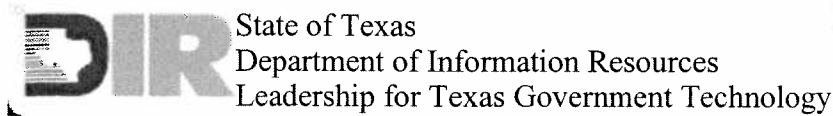
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[DIR Contacts](#) | dirinfo@dir.state.tx.us

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Go **DIRect**

for HP Products and 3rd Party Products to Purchase or Lease

Hewlett Packard Company (HP), and authorized participating vendors, offer HP-branded products and related services, and select 3rd party products, to DIR eligible customers for purchase or lease at discounted prices through DIR's [Go DIRect Program](#).

- [Eligible Customers](#)
- [Available Products and Services](#)
- [Standard Configurations](#)
- [How to Order](#)
- [Texas Pricing and Product Information](#)
- [Contract Information](#)
- [Contacts](#)

Eligible Customers

For eligibility clarification please visit the [DIR Customer Eligibility](#) page.

Note: All out-of-state customers must obtain prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement, in order to use this contract.

Available Products and Services

HP-branded Products

- **PC Products/Client (PSG)***
 - Desktops
 - Notebooks
 - Tablets
 - Thin Client
 - Workstations
 - PDAs
- **Imaging/Printing Products (IPG)***
 - All Printers
 - Multi-Function Units
 - Projectors

- Digital Cameras
 - Scanners
 - Wide-Format Printers
 - **Servers & Enterprise Products (TSG)***
 - Low-End/High-End Servers
 - Storage
 - Networking
 - OpenView Software
 - Re-Manufactured Servers/Storage
- * All related HP accessories, supplies, and components are available. Examples: monitors, mice, memory, hard drives, toner, printer drums, printer trays, cables, etc.

HP-related Services

- CarePacs/Warranties
- Custom PC Imaging
- Installation
- Leasing
- Product Usage Training
- Seat Management for PC Products
- Technical Support

3rd Party Products

- APC
- Belkin
- Cisco
- Maxtor
- Symbol Technologies
- Targus
- Tripp Lite
- US Robotics
- Other name brands also available

Note: HP aftermarket and annual maintenance support services DIR-BUSOP-178 has been merged into HP Products and 3rd Party Products contract DIR-SDD-223.

Standard Configurations (available to TX Customers only)

To view the current HP standard configuration offerings for selected specially priced desktop and notebook models please visit the [HP Buyer Alert website](#).

How to Order

Texas Customers

- **Note:** Customers **must** reference **Contract Number DIR-SDD-223** on all orders placed under this contract.
- Submission of orders
 - Orders submitted directly to an Authorized Participating Vendor

Customers may submit orders directly to a DIR/HP authorized participating Vendor on the HP Contacts and Resellers list, for processing and invoicing. Customer orders that are processed with a participating Vendor that is certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.
Note: Not all vendors are certified to resell all product lines. Please see the HP-branded product classifications listed in the "Certified to Sell " column of this web page.
Note: Normal contract pricing for all products is the same no matter which vendor you choose to order from.
 - Orders submitted directly to HP

Customers may submit orders directly to HP for processing and invoicing. A customer may use any of HP's authorized dealers in conjunction with HP's Influencer Program. If doing so, the customer must reference the dealer's company name and address on the purchase order that the customer submits directly to HP.
Note: HP resellers that are not on the HP Contacts and Resellers list are not authorized by HP or DIR to directly process and invoice orders under this contract.

Out-of-State Customers

- Out-of-State customers wanting to utilize the State of Texas HP contract must obtain prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement. Please see Contract Section 4 for details.
- Contract Number **DIR-SDD-223OOS** must be referenced on all approved Out-of-State customer orders placed under this Contract.

Texas Pricing and Product Information

- To obtain contract pricing and product information, please visit the [HP State of Texas website](#).
Note: The contract allows additional volume-based pricing discounts per individual needs.

Contract Information

To access PDF files, use the free [Adobe Acrobat Reader](#).

Contract [DIR-SDD-223](#) expires 12/02/2009 (65 KB)
[Appendix A](#), TX DIR Standard Terms and Conditions (65 KB)
[Appendix B](#), HUB Subcontracting Plan (120 KB) Revised 12/19/2008

[Appendix C, TX Pricing and Product Index \(115 KB\) Restated 11/11/2008](#)
[Appendix D, TX Pricing and Product Index for Standard Configurations \(115 KB\)](#)
[Appendix E, Out-of-State Customer Interlocal Cooperation Agreement \(17 KB\)](#)
[Appendix F, Out-of-State Customer Product and Pricing Index \(89 KB\) Restated 11/11/2008](#)
[Appendix G, Master Lease Agreement \(94 KB\)](#)
[Appendix H, Software License Agreement \(47 KB\)](#)
[Appendix I, Seat Management Services for PC Products \(18 KB\)](#)
[Appendix J \(49 KB\)](#)
[Amendment 1 \(12 KB\)](#)
[Amendment 2 \(14 KB\)](#)
[Amendment 3 \(14 KB\)](#)
[Amendment 4 \(13 KB\)](#)
[Amendment 5 \(14 KB\)](#)
[Amendment 6 \(21 KB\)](#)
[Amendment 7 \(23 KB\)](#)
[Amendment 8 \(15 KB\)](#)
[Amendment 9 \(20 KB\)](#)
[Amendment 10 \(25 KB\)](#)
[Amendment 11 \(26 KB\)](#)
[Amendment 12 \(25 KB\)](#)
[Amendment 13 \(23 KB\)](#)
[Amendment 14 \(24 KB\)](#)
[Amendment 15 \(26 KB\)](#)
[Amendment 16 \(55 KB\)](#)
[Amendment 17 \(14 KB\)](#)
[Exhibit 1 \(13 KB\)](#)
[Exhibit 2 \(29 KB\)](#)

Contacts

HP Contacts and Resellers

DIR Contract Contact

[Brian Bell](#)
Phone: 512-475-4903



Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 ([Map & Directions](#))
1-512-475-4700

[Privacy & Security Policy](#)
[Accessibility](#) | [Open Records Policy](#)
[Link Policy](#) | [Compact with Texans](#)
[DIR Contacts](#) | dirinfo@dir.state.tx.us

Last updated October 05, 2009

Reseller Vendor ID Updated 02/09/09	<u>HUB</u>	Contact	Address	Certified to Sell
HP CMBL: 194-108-1436-211	No	<u>HP contacts</u> <u>City of Houston</u> subcontractors	C10GM 10810 Farnam Drive Omaha, NE 68154	All products
HP Financial Services (HPFS) CMBL: 194-108-1436-211	No	<u>Brandon Casement</u> Phone: 843-216-1454 Fax: 281-927-4011	Per executed Lease Schedule	Leasing: all products
Abacus Computers Inc. CMBL: 175-184-4304-300	AS/M Asian Male	<u>Mark Singh</u> Phone: 432-687-5424 Fax: 432-682-7741	6 Desta Drive Suite 1350 Midland, TX 79705	PSG/IPG only
Agilysys CMBL: 134-090-7152-203	No	<u>Michael Diamond</u> Phone: 440-519-8449 Fax: 440-498-6849	6450 Louetta Road Suite 140/1049 Spring, TX 77379	TSG only
Austin Ribbon and Computer CMBL: 174-233-9797-900	WO / F Woman Owned	<u>ARC contacts</u> Phone: 800-783-7459 Fax: 512-452-0691	7320 N. Mo-Pac Expy. Suite 301 Austin, TX 78731	All Products
BMI DBA Imagenet Office Systems CMBL: 120-024-7766-400	No	<u>Greg Bilbrey</u> Phone: 832-775-1217 Fax: 832-775-1239	6050 North Course, Houston, TX 77072	IPG Only
Cannon IV Inc CMBL: 120-124-8984-000	No	<u>James R. Fall</u> Phone: 317-803-7483 Fax: 317-822-4857	950 Dorman Street Indianapolis, IN 46202	IPG Only
CDW Government CMBL: 136-423-0110-800	No	<u>Jay Carlile</u> Phone: 866-224-6448 Fax: 312-705-9492	230 Milwaukee Avenue Vernon Hills, IL 60061	All products
Checkpoint Services, Inc. CMBL: 174-277-5490-200	WO / F Women Owned	<u>Kristen L. Cox</u> <u>Kristen.Cox@checkpnt.com</u> Phone: 915-581-1185 Fax: 915-585-7751	1790 Commerce Park Drive Suite A1 El Paso, TX 79912	PSG/IPG Only
CompuCom Systems, Inc. CMBL: 138 236 3156 000	No	<u>Sue Dempsey</u> Phone 800 597 0555 ext 3134 Fax: 972 856 0146	7171 Forest Lane Dallas, Texas 75230	All Products
Computer Express CMBL: 174-265-0108-000	HI / M Hispanic Male	<u>Dawn McCaffrey</u> Phone: 210-490-4700 Fax: 210-490-5252	5563 Dezavala Road Suite 100 San Antonio, TX 78249	PSG/IPG Only
Computer Tech (Intec Systems) CMBL: 176-011-9142-600	AS / F Asian Female	<u>David Gibson</u> Phone: 972-247-8400 Fax: 972-243-2888	1810 N. Greenville Ave. Richardson, TX 75081	All products
Computer Land Texas CMBL: 148-094-8767-200	WO / F Woman Owned	<u>Janie de Montel</u> Phone: 940-691-8400 Fax: 940-691-1971	915 9TH Street Wichita Falls, TX 76301- 3424	PSG/IPG Only

Computex. Inc CMBL: 1-76-0229023-500	No	<u>Richard T. Wedel</u> Phone: 713-780-7580 Fax: 713-780-7348	1811 Bering Drive Suite 100 Houston, Texas 77057	PSG/TSG Only
Delcom Group CMBL: 101-060-4799-500	WO / F Woman Owned	<u>Sean Delph</u> Phone: 214-389- 5500 X125 Fax: 214-389-5505	1000 Shiloh Road Suite 500 Plano, TX 75074	All products
Desert Communications CMBL: 174-270-0166-800	No	<u>Todd Peterson</u> Phone: 915-584-1287 Fax: 915-581-7697	7355 Remcon Circle Suite 102 El Paso, TX 79912	All products
GovConnection CMBL: 102-049-7006-400	No	<u>Andrew Frades</u> Phone: 800-800-0019 Fax: 603-683-0213	706 Milford Road Merrimack, NH 03054	All Products
Great South Texas Corporation dba Computer Solutions CMBL: 194-265-0013-800	WO / F Woman Owned	<u>Terri Youngblood</u> Phone: 210-369-0312 Fax: 210-369-0389	814 Arion Parkway Suite 101 San Antonio, TX 78216	All products
HiEd CMBL: 176-038-5002-900	WO / F Woman Owned	<u>Leslie Harris</u> Phone: 972-437-3734 Fax: 972-437-3777	HiEd, Inc. 1850 N Greenville Ave, Suite, Richardson, Texas 75081	IPG/PSG Only
HTS Voice & Data Systems CMBL: 174- 243-5600-800	HI / M Hispanic Male	<u>G. Salinas</u> <u>rsalinas@hts-tx.com</u> Phone: 210-495-5520 Fax: 210-495-6538	12918 Flagship Drive San Antonio, TX 78247	PSG Only
Insight Public Sector CMBL: 136-394-9000-500	No	<u>Ken Richter</u> Phone: 800-467-4448 Fax: 480-760-8732	6820 S. Harl Avenue Tempe, AZ 85283	All products
Intech Southwest CMBL: 120-402-8528-500	HI / F Hispanic Female	<u>Kevin Reyher</u> Phone: 877-690-0100 Fax: 210-690-0200	PO Box 691364 San Antonio, TX 78269	All products
Laserworks, Inc DBA Verity Group CMBL: 126-024-7721-300	No	<u>John M. Cook</u> Phone: 972-422-2228 Fax: 972-422-2713	1100 Jupiter Road, Suite 170 Plano, Texas 75074	IPG Only
LeTigre Solutions CMBL: 176-055-0795-700	HI / M Hispanic Male	<u>Mike Wilson</u> Phone: 281-733-2622 Fax: 281-320-7525	10661 Haddington #170 Houston, TX 77043	All products
Logicalis CMBL: 113-400-0122-800	No	<u>Mark Coen</u> Phone: 719-622-1541 Fax: 719-596-4952	793 Industrial Court Bloomfield Hills, MI 48302	TSG Only
Marimon Business Systems CMBL: 174-208-3597-100	WO/F Woman Owned	<u>Milo Bump</u> Phone: 713.856.2080 Fax: 713.856.2001	7300 N. Gessner Houston, Texas 77040	IPG Only
MicroAge College Station CMBL: 174-251-1528-800	HI / M Hispanic Male	<u>John Crockett</u> Phone: 800-946-9727 Fax: 979-268-1017	1400 University Drive East College Station, TX 77840	All products

Mobius Partners CMBL: 174-297-5599-800	HI / M Hispanic Male	<u>Liz Masters</u> Phone: 210-979-0380 Fax: 210-979-0381	837 Isom Road San Antonio, TX 78216	All products
Netsync Network Solutions CMBL: 132-003-0329-800	HI / F Hispanic Female	<u>Wayne Richmond</u> Phone: 713-218-5000 Fax: 713-664-9964	2500 West Loop South, Suite # 510 Houston, TX 77027	All Products
NWN Corp. CMBL: 104-353-2235-800	No	<u>Shearrard Thomas</u> Phone: 281-983-9955 Fax: 512-459-0266	10661 Rockley Road Houston, TX 77099	All products
Pante Technology Corporation CMBL 175-288-1700-400	BL/M	<u>Donald W. Garrett</u> Phone: 210-589-8142 Fax: 210-568-4836	8000 IH-10 West, Suite 600 San Antonio, Texas 78230	IPG/TSG Only
PCPC Direct CMBL 120-251-1322-100	WO / F Women Owned	<u>Catherine Cole</u> <u>ccole@pcpcdirect.com</u> Phone: 713-984-8808 ext 0952 Fax: 713-984-8854	10690 Shadow Wood Suite 132 Houston, Texas 77043	All Products
Resilient Intelligent Networks CMBL: 120-528-4691-700	No	<u>Chris Barnes</u> <u>Chris@resilientiq.com</u> Phone: 972-571-1339 Fax: 817-977-8674	2650 FM407 Suite 145- 134 Bartonville, Texas 76226	ProCurve Only
Reyna Enterprise dba Computer Repair Center CMBL: 174-277-6534-600	HI / M Hispanic Male	<u>Daniel Reyna</u> Phone: 956-631-2321 Fax: 956-631-4696	131 East Pecan Blvd. McAllen, TX 78501	PSG/IPG only
Sequel Data Systems CMBL: 174-267-8386-000	HI / F Hispanic Female	<u>Chris Case</u> Phone: 512-918-8841 Fax: 512-918-8843	11824 Jollyville Road Suite 301 Austin, TX 78759	All products
SHI-Government Solutions (Software House Intl) CMBL: 122-369-5478-500	AS/M Asian Male	<u>Susan Parken</u> Phone: 512-634-8100 Fax: 512-732-0232	1250 Capital of Tx Hwy. Bldg. 1 #350 Austin, TX 78746	All products
Solid IT Networks CMBL: 175-295-0821-400	No	<u>Newt Newman</u> Phone: 888-270-1153 X82 Fax: 603-522-3344	845 East FM 407 Argyle, TX 76226	PSG/IPG only
Southern Computer Warehouse CMBL: 158-221-468-5600	No	<u>Adam Cerny</u> Phone: 877-468-6729 Fax: 770-579-8937	1800 Rosewell Rd STE Suite 1060 Marietta, GA 30062	IPG only
Synergy Electronics CMBL: 174-266-7946-400	WO / F Women Owned	<u>Jim Warden</u> Phone: 325-388-8529 Fax: 325-388-8450	124 Bridgepoint Drive Kingsland, Texas 78639	All Products
Synetra Inc CMBL: 1752021538900	WO / F Women Owned	<u>Don Wesley</u> Phone: 432-561-7244 Fax: 432-561-7201	8180 Lakeview Center Odessa, Texas 79765	IPG Only
Technology for Education CMBL: 174-287-9405-500	WO / F Women Owned	<u>Russ Johnson</u> Phone: 254-741-2450 Fax: 254-299-1396	658 Alliance Parkway Hewitt, Texas 76643	PSG Only

Tech Depot CMBL: 106-152-6627-600	No	Claudia Calleia Phone: 800-625-9866 x7447 Fax: 888-251-4058	PO Box 33074 Hartford, CT 06150-3074	IPG only
Texas Electronic Info. & Computer CMBL: 174-203-0389-700	No	<u>Brad Plantz</u> Phone: 800-392-9842 Fax: 713-856-9541	6961 Brookhollow Bldg. 130 Houston, TX 77040	All products
US Tech CMBL: 176-004-5854-500	AS/F Asian Female	<u>US Tech Sales</u> Phone: 800-466-2841 Fax: 281-421-5813	1236 San Jacinto Mall Baytown, TX 77521	All products
xNet Systems, Inc. CMBL: 176 057 7006 800	WO / F Women Owned	<u>Barry Boland</u> Phone: 281-645-6701 Fax: 281-645-6702	14340 Torrey Chase Blvd. Suite 140 Houston, TX 77014	PSG Only

Product authorization is based on the following product definition:

- PSG = Personal Systems Group: Notebooks, Desktops, Workstations, Thin Clients
- IPG = Imaging and Printing Group: Printers, Scanners and Supplies
- TSG = Technology Solution Group: Servers, Software and Storage

HP Key Contacts for Reseller related questions

HP Public Sector Reseller Business Manager:

Melinda Wirsing
Email: Melinda.Wirsing@hp.com
Phone: (866) 768-8019

HP Contract Sales and Program Manager:

Jack Sutton
Email: Jack.Sutton@hp.com
Phone: (336) 643-4581

c.c. w/ 2/10/09 11958



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.

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.



JONES & COOK STATIONERS
Contract TXMAS-3-711090-11

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:
 JONES & COOK STATIONERS
 106 S. BROADWAY
 MCALLEN TX 78501
 USA
 Vendor ID: 17410848620

Remit To: JONES & COOK STATIONERS
 106 S. BROADWAY
 MCALLEN TX 78750-
 USA
 Vendor ID:

Vendor ID: 17410848620

Invoice From:
 JONES & COOK STATIONERS
 106 S. BROADWAY
 MCALLEN TX 78501
 USA
 Vendor ID:

Business Type: LARGE

DUNS #: 026819987

Effective: 2/26/2003

Expires: 2/14/2010

CONTACT: MR. FOSS JONES
 Phone 956-686-6579

fjones@jonescook.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

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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.

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.



W. W. GRAINGER, INCORPORATED
Contract TXMAS-2-539030

On-Line Catalog/Order Processing

Industrial Supplies & Equipment, Janitorial Supplies & Equipment

Corporate Office:
 W.W. GRAINGER, INCORPORATED
 100 GRAINGER PARKWAY
 LAKE FOREST IL 60045-5201
 USA

Send PO to:
 W. W. GRAINGER, INCORPORATED
 9315 NEILS THOMPSON
 AUSTIN TX 78758
 USA
 Vendor ID: 13611502801

Invoice From:
 W. W. GRAINGER, INCORPORATED
 DEPT: (BRANCH #), (ACCT. #)
 PALATINE IL 60038
 USA
 Vendor ID:

Delivery: 1-10 DAYS ARO

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: W. W. GRAINGER, INCORPORATED
 DEPT: (BRANCH #), (ACCT. #)
 PALATINE IL 60038-0001
 USA
 Vendor ID:

Vendor ID: 13611502801

Business Type: Large

DUNS #: 005103494

Effective: 8/26/2002

Expires: 11/30/2010

CONTACT: TIM SWEAT
 Phone 214-274-2331
TIM.SWEAT@GRAINGER.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>
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EVCO PARTNERS LP / DBA BURGOON COMPANY	GALVESTON TX	<u>TXMAS-</u> <u>2-</u> <u>539030-1</u>	Yes Gender=F, Ethnicity=WO	NANCY EVANS 800-287-4666 <u>NEVANS@BURGOONCOMPANY.COM</u>
PS PROMOTIONS, INC.	GEORGETOWN TX	<u>TXMAS-</u> <u>2-</u> <u>539030-2</u>	Yes Gender=F, Ethnicity=WO	PAIGE SHEESLEY 512-868-2236 <u>PAIGE@TEXASPROMO.COM</u>

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/26/2002 through 11/30/2009 and is automatically renewed on the date that the Western States Contracting Alliance (WSCA) 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 WSCA Contract No. WSCA CONTRACT 6416 which, in this instance, are more competitive than similar GSA contracts. The provisions of Texas Government Code 2155.502 (a) (2) apply in this instance.

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: none

Maximum Order: MAXIMUM ORDER UNLIMITED

Approved Products/Services: Only products or services listed in the TBPC approved WSCA 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: abrasives, adapters, adhesives, aerosols, air circulators, air cleaners, air compressors, air conditioners, air filters, alarms, anchors, antenna, appliance motors, aprons, arbors, augurs, ballasts, barrels, barricades, bases, batteries, battery, bearings, bins, blowers, boilers, bolts, boots, boxes, brackets, brooms, brushes, buckets, bushings, cabinets, cable ties, cans, capacitors, carts, casters, caulk, ceiling fans, chain, chain saws, chargers, chemicals, chisels, circuit breakers, circuit tracers, circular saws, clamps, cleaners, cleaning supplies, clocks, coatings, coaxial cable,

communications, compressors, concrete mixers, conduit, connectors, contactors, copper wire, cordless tools, cords, counters, couplings, creepers, cutting tools, cylinders, dampers, data equipment, dehumidifiers, dimmers, disinfectant, dispensers, dock plates, door closers, drill bits, drills, drum equipment, dryers, dust collectors, ear plugs, electrical controls, electronics, emergency kits, engines, ergonomics, evaporative coolers, exhaust fans, exit signs, eye wash, eyewear, fall protection, fans, fasteners, faucets, fiber optic products , filing cabinets, filters, filtration, fire extinguishers, first aid kits, first responder kits, fittings, fixtures, flashlights, floor machines, fluid power, furnaces, fuses, gas detection, gas valves, gaskets, gatorade, gearmotors, generator, generators, glasses, gloves, grease, grinders, hammers, hand tools, hard hats, hardware, harnesses, heaters, hoists, hooks, hose, hose reels, humidifiers, hydraulics, icemakers, intercoms, jacks, knives, ladders, lamps, lighting, liners , lockers, lockout devices, locks, lubrication, lubricators, machinery, maintenance supplies, material handling, mats, metal detectors, metalworking , meters, mirrors, monitors, mops, motor starters, motors, mowers, multimeters, nailers, nails, noise control, nozzles, nuts, office furniture, oil coolers, oilers, oils, outdoor equipment, packaging, padlocks, pads, paint, pallet trucks, paper, parts, personal protection, pins, pipe, plasma cutters, pliers, plugs, plumbing, pneumatics, polishers, portable lighting, power tools, power transmission, pressure gauges, pressure washers, primers, pullers, pulleys, pumps, punches, ratchets, receptacles, refrigeration, regulators, relays, repair parts, rescue kits, respirators, rings, rivets, rollers, rope, safes, safety supplies, sanders, sandpaper, saw blades, saws, scales, screwdrivers, screws, sealants, security equipment, sensors, sewage pumps, shafts, sheaves, shelving, shop supplies, shovels, signs, sinks, smoke alarms, soap, sockets, solder, solenoids, speed controls, speed reducers, spray guns, spray paint, sprayers, sprinklers, sprockets, stands, storage equipment, strapping, striping, submersible pumps, sump pumps, surge protectors, sweepers, switches, tables, tape, taps, terminal blocks, terminals, test instruments, thermometers, thermostats, timers, tool boxes, tools, torches, trailer hitches, transformers, trash cans, trimmers, trucks, tubing, two-way radios, unit heaters, vacuum cleaners, vacuum pumps, valves, V-belts, ventilators, vises, voice, voltage testers, washers, waste receptacles, water coolers, water heaters, water systems, welders, welding equipment, well supplies, wheel barrows, wheels, wire, woodworking, workbenches, wrenches office equipment tables chairs

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

**Authority to Purchase - Minute Binders & Other Printed Specialty Items/Supplies
CC CONSENT**

Date: 10/20/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise for Specialty Printed Items & Related Supplies for Hidalgo County inclusive of all funding sources with specifications to be developed with user elected offices, department, programs or agencies commencing with the District Clerk and thereafter publish for other user departments.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding source would need to be identified by each user department. To our knowledge the following departments currently may require use of the contract that will result from this procurement: (i.e. District Clerk, County Clerk, District Attorney, etc.)

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/16/2009 01:42 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 01:56 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 04:23 PM	APRV
4	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Marty Salazar			Started On: 10/16/2009 01:22 PM	

Final Approval Date: 10/16/2009

AI-17989

9.L.

Countywide Mailing Services

CC CONSENT

Date: 10/20/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to re-advertise the same procurement packet (approved by CC on 09/01/09) for: "Countywide Mailing Services" inasmuch as no bids were received- Project No. 2009-436-11-11-YZV.

BACKGROUND

Proposed Advertisement Dates:

1st Ad: October 24, 2009
2nd Ad: October 31, 2009
Bid Opening Date: November 11, 2009

Current Contract expires: December 31, 2009
New contract effective: 01/01/2010 through 12/31/2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-60-115-026-0-350
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding for fiscal year 2010.

Attachments

Link: [Legal Notice, Specifications & Draft Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 03:29 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/16/2009 10:33 AM	APRV
3	Auditor's Office		10/16/2009 04:45 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 10/13/2009 08:19 AM	
Final Approval Date: 10/16/2009				

Bid No: 2009-436-11-11	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "COUNTYWIDE MAILING SERVICES"

BID OPENING DATE

NOVEMBER 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"COUNTYWIDE MAILING SERVICES-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-436-11-11-yzv-Countywide Mailing – Hidalgo County"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 11, 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-2009-436-11-11-yzv-RFB-Countywide Mailing Services – Hidalgo County"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles

and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. 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

15. 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 - **"Countywide Mailing Services -Hidalgo County"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County – Auditor’s Office
Ray Eufrazio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	<u>November 11, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. 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.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

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

20. 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.
21. 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.
22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2009-436-11-11-yzv

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO. 2009-436-11-11-YZV

SPECIFICATIONS

THE FOLLOWING ARE THE MINIMUM SPECIFICATIONS (AND INFORMATION) FOR "MAILING SERVICES" FOR HIDALGO COUNTY:

1. There will be a daily pick up, bar coding, sorting and delivery (**postage excluded**) of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis.**
2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Buildings and Grounds personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.
3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.
4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, **on "as needed basis".**
5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.
6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.
7. The awarded bidder shall sort all bar code:
 - a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
 - b) Post Cards (at a special mailing rate of defray the bar coding cost); and
 - a) Packages exceeding one (1) pound.
 - b)

TERMS AND CONDITIONS

1. The initial term of the contract shall be for the period beginning January 1, 2010 and ending on December 31, 2010 and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.
2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.
3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and "**as needed,**" basis.
4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.
5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.
6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.
7. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

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

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, November 04, 2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by Friday, November 06, 2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-**

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

WHEREAS, Company responded to request for bids for _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "B" for _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official, Department Head 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 _____ and ending _____ and may be extended at the sole discretion of County for an additional one (1) year period, 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

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

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, LLP

By: _____