AI-19086 **6.D.**

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County
CC REGULAR

Date:	12/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 04:36 PM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Monica Badillo — Started On: 12/17/2009 04:23 PM

Final Approval Date: 12/18/2009

AI-19002 **6.E.**

Claim of Jose A. Gallegos

CC REGULAR

Date:	12/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Jose A. Gallegos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:30 AM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/14/2009 11:15 AM

Final Approval Date: 12/18/2009

AI-19073 **6.F.**

Claim of Rolando Montemayor

CC REGULAR

Date:	12/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Rolando Montemayor

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 02:31 PM	APRV
2	Auditor's Office	Angela Garcia	12/18/2009 05:08 PM	APRV

Form Started By: Aida Alvarez Started On: 12/17/2009 11:24 AM

Final Approval Date: 12/18/2009

AI-19087 **7.D.**

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County
CC REGULAR

Date:	12/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 04:38 PM	APRV
1	Budget & Management	Erika Zamora	12/17/2009 04:38 PM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Monica Badillo — Started On: 12/17/2009 04:24 PM

Final Approval Date: 12/18/2009

AI-19003 **7.E.**

Claim of Jose A. Gallegos

CC REGULAR

Date:	12/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Jose A. Gallegos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:30 AM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/14/2009 11:16 AM

Final Approval Date: 12/18/2009

AI-19074 **7.F.**

Claim of Rolando Montemayor

CC REGULAR

Date:	12/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Rolando Montemayor

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 02:33 PM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/17/2009 11:26 AM

Final Approval Date: 12/18/2009

AI-19092 **10.B.**

Appointment of Fire Marshal

CC REGULAR

Date:	12/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	County Judge's Off. - Mari
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Fire Marshal:
Appointment of Hidalgo County Fire Marshal

BACKGROUND

Fire Marshal appointment is required by the state every two years as per the Texas Local Goverment Code below.
Intial appointment of Tony Pena was December 26, 2007.

§ 352.011. CREATION OF OFFICE; TERM. (a) The
commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment,
transportation, assistants, and professional services for that office.
(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two
years.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-529

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

BUDGETARY IMPACT:

only Fiscal Impact will be for the bond.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 11:04 AM	APRV
1	Budget & Management	Erika Zamora	12/18/2009 11:04 AM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2009 03:08 PM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2009 03:08 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Monica Badillo

Started On: 12/18/2009 10:49 AM

Final Approval Date: 12/18/2009

AI-18906 **10.C.**

Request for Assigned/Designated Parking

CC REGULAR

Date:	12/22/2009
Submitted By:	Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation, Discussion and Consideration of Request for Assigned/Designated Parking at the Mediplex Building, 1615 S. Closner, Edinburg Texas, (North Side of Building under Covered Canopy) for the following Departments/Offices: 1) Three (3) Designated Parking Spaces for Master Court 1 2) Three (3) Designated Parking Spaces for District Clerk

BACKGROUND

Fiscal Impact

Attachments

Link: Authorization from Owner

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:28 AM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Karina Cardoza — Started On: 12/08/2009 10:39 AM

Final Approval Date: 12/18/2009

karina cardoza

From: cortes oscar [drocortes@yahoo.com]
Sent: Saturday, December 12, 2009 9:27 AM
To: karina cardoza
Subject: Re: request

Karina,
Please inform those departments that we agree on this issue. They can use the western side of the canopy. The eastern side of the canopy remains reserved for our clinic personnel.
Thank you.

Oscar Cortes, MD

--- On **Tue, 12/8/09, karina cardoza <*karina.cardoza@co.hidalgo.tx.us*>** wrote:

From: karina cardoza <karina.cardoza@co.hidalgo.tx.us>
Subject: request
To: "'cortes oscar'" <drocortes@yahoo.com>
Date: Tuesday, December 8, 2009, 10:51 AM

Dr. Cortes,

Is it possible to have 6 designated parking spots under the canopy on the North Side? We have had requests from Master Court and District Clerk Staff for this. Please let me know as soon as possible.

Also, did you get my message yesterday? Regarding air-conditioning at Fire Marshal Office, Suite G.

Thanks!

Karina Cardoza

THE COUNTY OF HIDALGO, TEXAS

2818 S. Business Hwy 281

Edinburg, Texas 78539

P 956.292.7608

F 956.292.7766

E karina.cardoza@co.hidalgo.tx.us

Visit our new and improved website at www.co.hidalgo.tx.us!

Do not print this email unless absolutely necessary... Go GREEN!

AI-19094 **10.D.**

Request from Chamber to use town square

CC REGULAR

Date:	12/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request from Edinburg Chamber of Commerce to use the parking lot square on Saturday, February 27, 2010 for the 42nd Annual Fiesta Edinburg Celebrations

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:37 PM	APRV
2	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Monica Badillo — Started On: 12/18/2009 11:05 AM

Final Approval Date: 12/18/2009

EDINBURG CHAMBER OF COMMERCE

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

RECEIVED
DEC 09 2009
COUNTY JUDGE

December 7, 2009

Honorable Judge Rene Ramirez
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Ramirez:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the 42nd Annual Fiesta Edinburg Celebrations on Saturday, February 27, 2010 at 10:00 a.m. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive.

Thank you in advance for your cooperation. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

P.O. Box 83 / 002 W. Univ ersity
Edinburg, TX 78540
(956) 383-4974

Honorable Judge Rene Ramir...
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Ramirez:

...behalf of the Edinburg Ch...r of Commerce, I would like to re...quest permission to use the ce...ty square for the 62nd Annual Fi... Edinburg Celebrations on Saturday February 27, 2010 at 10:00 a.m. The parade is scheduled to b... at the corner of Trenton and North Closner ...ading at Cats Stadium on East Palm Drive.

Thank you in advance for yo... consideration. If you have any questions, please ...ll me at 383-4974.

Sincerely,

Lucy Gonzalez
President

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **Edinburg Chamber of Commerce**

Address of policyholder **P.O. Box 85, Edinburg, TX 78539**

Location of operations **602 W University, Edinburg, TX 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-5536-8 L	Comprehensive Business Liability	11-17-2009	11-17-2010	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☒ Personal Injury ☒ Advertising Injury ☒ Medical $5000			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00
Policy Number	**EXCESS LIABILITY**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)**	
	☐ Umbrella			Each Occurrence	$
	☐ Other			Aggregate	$
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

County of Hidalgo
100 E Cano St
Edinburg, Texas 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder **15** days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by Veronica Ortiz
Signature of Authorized Representative

Agent/ Customer Service Rep — Title — **12/01/09** — Date

Sam Saldivar
Agent Name

Telephone Number **(956) 383-4312**

Agent's Code Stamp	
Agent Code	8259
AFO Code	F116

1C01260

108399.10 08-25-2009

AI-19004 **11.A.**

Auto Settlement Check

CC REGULAR

Date:	12/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Requesting approval to accept settlement check from Allstate Insurance Company in the amount of $1,566.80 for an auto accident with County vehicle. (Precinct 1)

BACKGROUND

DOL: 10/06/09
Auto Accident

Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:30 AM	APRV
2	Erika Zamora	Erika Zamora	12/18/2009 09:30 AM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/14/2009 11:19 AM

Final Approval Date: 12/18/2009

AI-19023 **12.A.**

Create Border Prosecution Initiative Positions

CC REGULAR

Date:	12/22/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

1. Discussion, consideration, and action on Memorandum of Understanding between Hidalgo County Judicial District and the County of El Paso regarding the Border Prosecutor's Association.
2. Approval of certification of revenues, as certified by the County Auditor for the Border Prosecution initiative.
3. Approval to create one (1) regular full-time Assistant District Attorney position, slot no. 0001, budgeted at $60,000.00 per year with authority to pay $900.00 per year in Auto Allowance.
4. Approval to create one (1) regular full-time Legal Assistant position, slot no. 0002, budgeted at $17,249.00 per year.
5. Approval of 2009-2010 appropriation of funds for the Border Prosecution initiative budget in the amount of $100,000.00 to fund the positions stated above.
6. Approval of salary schedule.

BACKGROUND

see attachments

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 91281-412-00-080-012-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $100,000.00 for the Border Prosecution Initiative Grant. Positions created are regular full-time positions of limited duration (temporary assignment), subject to grant funding. As per the District Attorney's Office, each employee(s) will be signing an Acknowlegement Form addressing such terms.

Revenue Account #9-1281-334-10-080-012-0-000 Border Prosecution Incentive Grant Revenues.

Attachments

Link: MOU

Link: County of El Paso Letter

Link: Budget Amendment

Link: DABPI - salary schedule

Link: salary schedule

Link: Cert. of Revenues Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 02:30 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/18/2009 01:42 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Roy Cazares Started On: 12/15/2009 11:33 AM

Final Approval Date: 12/18/2009

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the ___ day of December, 2009, by and between the _____ Judicial District, hereinafter called "Sub-recipient", the Border Prosecutor's Association, hereinafter called "BPA" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded $4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named sub-recipient has been allocated $100,000 of these grant funds per year, for two years, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Sub-recipient.

1.1 Sub-recipient shall submit proper application for reimbursement on the BPA project to the County through the applicable sub-recipient County Auditor. This application must be signed by the sub-recipient and the County Auditor. The application must contain the following documentation:

(a) Invoice or cancelled check copy,
(b) Documentation from an agency's computerized system, (i.e. Payroll reports)
(c) Any other documents required by law or CJD guidelines.

1.2 Sub-recipient shall provide the County with the following prior to any expenditure of BPA grant funds:

(a) A copy of the Standard Operating Procedures of the Financial Operations for sub-recipient;
(b) A detailed budget of all planned expenditures of BPA grant funds; and
(c) The sub-recipient's signed Suspension and Debarment form.

1.3 Sub-recipient shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Sub-recipient shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPA grant funds.

1.5 Sub-recipient's records, specific to these BPA expenditures, are subject to audit and review by the County at any time, and sub-recipient agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from sub-recipient.

2.2 The County shall reimburse approved expenses from the BPA grant number 2283701 incurred by sub-recipient for the purposes of the BPA project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to sub-recipient only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPA funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all sub-recipients.

Notices shall be made to:

To BPA:

Border Prosecutor's Assoc.
ATTN: , Director
Address
Austin, TX

To Sub-recipient: Judicial District
ATTN: District Attorney or County Judge
City, State Zip

To County: County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO

_____

BORDER PROSECUTORS

_____

JUDICIAL DISCTICT

_____

Exhibit “A”

Each individual County’s Budget for the $100,000

COUNTY OF EL PASO

OFFICE OF THE COUNTY AUDITOR

EDWARD A. DION, CPA, CIO
COUNTY AUDITOR
edion@epcounty.com
www.epcounty.com/auditor

County Administrative Offices
800 East Overland Street, Rm. 406
EL PASO, TEXAS 79901-2407
(915) 546-2040
(915) 546-8172 FAX

11-43

November 24, 2009

Mr. Ray Eufracio, County Auditor
Hidalgo County
P.O. Box 689
Edinburg, Texas 78540-0689

Dear Mr. Eufracio:

The Office of the Governor of the State of Texas will soon be awarding a $4,000,000 grant to the El Paso County District Attorney's Office, whose fiscal agent will be the County of El Paso. This grant is funded for disbursement under the trusted programs within the Office of the Governor for prosecution resources for districts statewide. A number of your district attorney's have called concerning the status of the grant application and the availability of funds to pay for expenses relating to the Border Prosecutor initiative.

Under the structure recommended by the Criminal Justice Division (CJD) of the Governor's office, El Paso County will be the administering County. Each of the 15 participating jurisdictions (other than El Paso County) are to be considered as subcontracting agencies. We will work from a reimbursement model, on a quarterly basis. The fiscal year began on October 1, 2009, so the first quarter expenses you incur will be billed to El Paso County after December 31, 2009. We have spoken to program staff at CJD and have received assurance that the grant award will be retroactive to cover costs incurred from October 1, 2009 forward. Your District Attorney's office will be entitled to be reimbursed for expenses incurred under the program beginning October 1, 2009.

Each of the 15 "sub-recipient jurisdictions" will need to file a budget for the funds with the El Paso County Auditor. These budgets should identify your expenditures in three categories; personnel, operating (travel, phone, office expense, etc.) and equipment. The amount of the budget reimbursable by the Governor's office grant may not exceed $100,000/fiscal year per district. Any budgets submitted that exceed this amount are advised that costs exceeding $100,000/fiscal year will not be reimbursed and are local responsibility.

Each request for reimbursement will be submitted to the local county auditor who would certify that the expenses have been incurred and ensure that adequate supporting documentation exists and is remitted to the El Paso office on a quarterly basis. I have attached a draft Memorandum of Understanding between each agency.

The Border Prosecutors Unit will be meeting next week in Ft. Worth to discuss any pending issues, approve the budgets, approve the grant application and adopt policies for the use and oversight of these funds. I will provide each of you with an update after next week's meetings as well as upon receipt of the actual grant award.

If you have any questions, please feel free to call Mr. Wallace Hardgrove at ext. 3481, whardgrove@epcounty.com, or me.

Sincerely,

Edward A. Dion
County Auditor

Attachment

DATE: December 22, 2009

2009
Transfer

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 9-1281-412-00-080-012-0-XXX

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1281-412-00-080-012-0-113	Full Time Employees	77,249.00
9-1281-412-00-080-012-0-118	Auto Allowance	900.00
9-1281-412-00-080-012-0-211	Health Insurance	8,328.00
9-1281-412-00-080-012-0-212	Life Insurance	54.00
9-1281-412-00-080-012-0-220	Social Security Contributions	5,978.40
9-1281-412-00-080-012-0-230	Retirement Contributions	7,049.04
9-1281-412-00-080-012-0-250	Unemployment Compensation	390.75
9-1281-412-00-080-012-0-260	Workers' Compensation	50.81
	TOTAL APPROPRIATION	100,000.00
9-1281-334-10-080-012-0-000	Border Prosecution Initiative Grant - Revenue	100,000.00
	TOTAL REVENUE	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	100,000.00

REASON: Border Prosecution Initiative Grant

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Border Prosecution

Hidalgo County District Attorney's Office
2009-2010 Border Prosecution
9-
Department No.: 080

SLOT	NAME	JOB TITLE	Salary	Auto Allowance	Salary & Auto Allowance	TOTAL
1		ASSISTANT DISTRICT ATTORNEY	$60,000.00	$900.00	$60,900.00	**$75,583.98**
2		LEGAL ASSISTANT	$17,249.00	$0.00	$17,249.00	**$24,416.02**

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1281-412-00-080-012-0

AI - 19023

DA BORDER PROSECUTION INITIATIVE GRANT

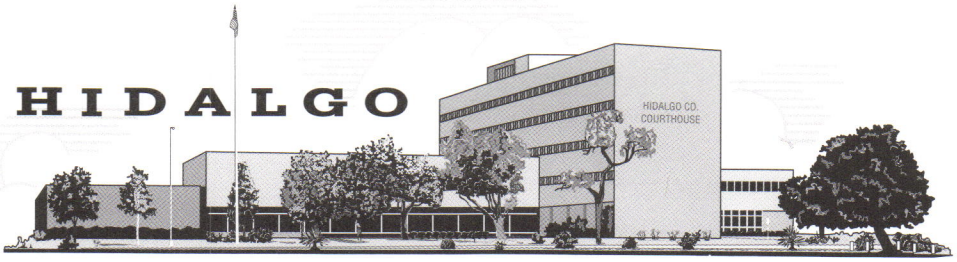
Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY	0.00	60,000.00	60,000.00	0.0	0.00	0.00	60,000.00	0.00	0.00	0.00	0.00	900.00	0.00	0.00
0002	113	LEGAL ASSISTANT	0.00	17,249.00	17,249.00	0.0	0.00	0.00	17,249.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	77,249.00	77,249.00		0.00	0.00	77,249.00	0.00	0.00	0.00	0.00	900.00	0.00	0.00

Approval to create one (1) regular full-time Assistant District Attorney position, in the Border Prosecution Initiative budget (1281), slot no. 0001, budgeted at $60,000.00 per year with authority to pay $900.00 per year in Auto Allowance.

Approval to create one (1) regular full-time Legal Assistant position, in the Border Prosecution Initiative Budget (Fund 1281), slot no. 0002, budgeted at $17,249.00 per year.

Positions pending CC approval.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 15, 2009

The Honorable Rene A. Ramirez, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from Office of the Governor through the County of El Paso. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$100,000.00	#2283701 Border Prosecutor Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/16/09
Date

THE COUNTY OF HIDALGO

AI-19075 **13.A.**

LBSP Grant - to appropriate

CC REGULAR

Date: 12/22/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditors for the Local Border Security Program (LBSP) Grant.
2. Approval of budget amendment for the LBSP Grant in the amount of $90,000.00.

BACKGROUND

Additional funding for the LBSP grant was awarded to the Sheriff's Office. Approval to accept the funding was approved by Commissioners' Court on 12/08/09 (Agenda Item #15B 18803).

The budget includes overtime and fringe benefits (life insurance excluded) expenses.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-057-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $90,000 for the LBSP Grant.
Revenue account# 9-1284-334-10-280-057-0-000 LBSP Revenues
No local cash match is required.
Expenses relating to life insurance are to be charged to the Sheriff's Office budget (Account No. 9-1100-421-00-280-001-0).

Attachments

Link: Certification of Revenues

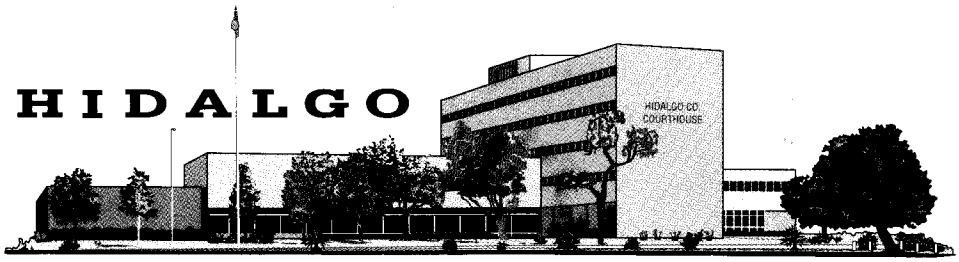
Link: budget.LBSP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/17/2009 11:53 AM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 02:34 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/18/2009 03:01 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	12/18/2009 04:33 PM	APRV
5	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Emilia Uriegas Started On: 12/17/2009 11:30 AM

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 8, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an increase of grant award from the Texas Border Sheriff's Coalition. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT	
$90,000.00	LBSP-08	Local Border Security Program FY08

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/8/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: December 17, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: LBSP

ACCOUNT NUMBER: 9-1284-421-00-280-057-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-057-0-131	Overtime	74,793.00
9-1284-421-00-280-057-0-211	Health Insurance	1,990.00
9-1284-421-00-280-057-0-220	FICA	5,722.00
9-1284-421-00-280-057-0-230	Retirement	7,121.00
9-1284-421-00-280-057-0-250	Unemployment Compensation	374.00
	TOTAL APPROPRIATIONS	90,000.00
9-1284-334-10-280-057-0-000	Texas Border Sheriff's Coalition	90,000.00
	TOTAL REVENUES	90,000.00

REASON: **To appropriate budget for additional funding for the Local Border Security Program (LBSP) Grant. GDEM Grant No. LBSP-08-Hidalgo.**

Note: Expenses relating to Life Insurance expenses are to be charged to the Sheriff's Office budget (Account No. 9-1100-421-00-280-001-0).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-19067 **13.B.**

TBSC Operation Linebacker Grant - to accept

CC REGULAR

Date:	12/22/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and Approval to accept the Texas Border Sheriff's Coalition (TBSC) Operation Linebacker Grant for the amount of $267,628.00.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Funding for grant was provided by Congressionally Mandated Award. The grant is to be administered by the Texas Border Sheriff's Coalition (TBSC).

Sub Grant No. 2009-D1-BX-0141 (Hidalgo). The grant performance period is July 01, 2009 to September 30, 2010.

The Sheriff's Office will be submitting the budget for the sub grant award at a later date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To accept grant in the amount of $267,628.00
The grant performance period is from July 01, 2009 thru September 30, 2010
No local cash match is required.

Attachments

Link: TBSC.award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/17/2009 11:53 AM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 02:31 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/18/2009 02:37 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Emilia Uriegas — Started On: 12/17/2009 08:31 AM

Final Approval Date: 12/18/2009

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 118
El Paso, TX 79902

Congressionally Mandated Grant
Grant Number 2009-D1-BX-0141
Sub-grant Number 2009-D1-BX-0141 (Hidalgo)

Categorical Exclusion for Texas Border Sheriff's Coalition

Awards under this program will be used to develop national demonstration, training, and technical assistance programs.
None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1) New construction.
2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
3) A renovation which will change the basic prior use of a facility or significantly change its size.
4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 118
El Paso, TX 79902

CONGRESSIONALLY MANDATED GRANT

OPERATION LINEBACKER

GRANT NUMBER: 2009-D1-BX-0141
SUB GRANT 2008-DD-BX-0188 (Hidalgo)

OFFICE OF CIVIL RIGHTS

Congress has linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U. S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations.

Ensuring Equal Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at: htt;://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation, 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held Civil Rights separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://ojp.usdoj.gov/ocr/etbo.htm.

State Administering Agencies and faith-based organizations would also note that the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statue that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment may be directed to the Department of Justice, Office of Justice Programs, Office of Civil Rights.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, your organization, which is the recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. 3789d©, or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. 42.205(5) or 31.202 (5)).

(1) Meeting the EEOP Requirement

Civil Rights

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, CoPS Assurance No. 8.B, or certain Federal grant program requirements, your organization might need to comply with an EEOP reporting requirement. However, if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the preparation and maintenance of an EEOP. Your organizations's EEOP requirement then, is simply to complete Section A of the Certification Form attesting to your organizations's status. You must return the Certification form to TBSC. The Certification Form is enclosed in this package.

(2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

NOTICE OF SUB GRANT AWARD

TEXAS BORDER SHERIFF'S COALITION

Program Title:	Operation Linebacker
Funding Instrument:	Congressionally Mandated Award
Administered by:	Texas Border Sheriff's Coalition
Sub Grant Number	2009-D1-BX-0141 (Hidalgo)
Recipient:	Hidalgo County
Amount of Grant:	$ 267,628.00
Period of Grant:	July 1, 2009 to September 30, 2010

AGENCY APPROVAL	GRANT ACCEPTANCE
Donald L. Reay Executive Director	Printed Name: Rene Ramirez Title: County Judge
Date:	Date:

Return Signed Original to:

Texas Border Sheriff's Coalition
4141 Pinnacle, Ste 118
El Paso, Texas 79902

Operation Linebacker-Congressionally Mandated Funds
DESIGNATION OF GRANT OFFICIALS

GRANT:	**2009-D1-BX-0141 (Hidalgo)**

GRANT PERIOD:	**July 1, 2009 to September 30, 2010**

AGENCY NAME:	**Hidalgo County Sheriff's Office**

Grant Performance Officer	
Name	**Guadalupe "Lupe" Trevino**
Title	**Sheriff**
Official Mailing Address	**PO Box 1228** **Edinburg, Texas 78540**
Daytime Phone Number	**956-383-8114 Ext:6003**
Fax Number	**956-393-6179**
E-mail Address	**Sherifftrevino@hidalgoso.org**

Grant Financial Officer	
Name	**Ray Eufracio**
Title	**County Auditor**
Official Mailing Address	**2808 S. Business 281** **Edinburg, Texas 78539**
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**Ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official*	
Name	**Rene Ramirez**
Title	**County Judge**
Official Mailing Address	**PO Box 1356** **Edinburg, Texas 78539**
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**Rene.ramirez@hidalgocountyjudge.com**

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 118
El Paso, TX 79902

Congressionally Mandated Grant
Grant Number 2009-D1-BX-0141
Sub-Grant Number 2009-D1-BX-0141 (Hidalgo)

Special Conditions

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

6. To promote information exchange and coordinate technical assistance, the Bureau of Justice Assistance requires grant recipients to obtain written approval from the BJA State Policy Advisor prior to using Federal grant funds to travel to non-OJP conferences and trainings.

7. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov."

8. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 118
El Paso, TX 79902

Congressionally Mandated Grant
Grant Number 2009-D1-BX-0141
Sub-Grant 2009-D1-BX-0141 (Hidalgo)

State of Texas Assurances and Certifications

Assurances

(1) RELATIVES. A sub-grantee must comply with the Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's contractor shall cote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A sub-grantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A sub-grantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise prohibited by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A sub-grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the sub-grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the sub-grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

SUSPECTED CHILD ABUSE. A sub-grantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

(12) HIV/AIDS. Sub-grantees must adopt and implement applicable provisions of the model of HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Heath and Safety Code, Ann., Sec. 85.001, et seq.

(13) LEGAL AUTHORITY The applicant has the legal authority to apply to State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE.** The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for a violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:

i. taking appropriate personnel action against such an employee, up to and including termination; or
ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING- The applicant certifies that:**

A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, an any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

This form includes Assurances and Certifications that must be read, signed, and submitted as part of the grant package.

Name of Applicant County	**Grant Program**
Hidalgo County	2009-D1-BX-0141 (Hidalgo)
Rene Ramirez	County Judge
Typed Name of Authorized Official	**Title**
Signature of Authorized Official	**Date**

Texas Border Sheriff's Coalition
4141 Pinnacle, Suite 118
El Paso, TX 79902

CONGRESSIONALLY MANDATED AWARD

2009-D1-BX-0141 (Hidalgo)

APPLICANT: HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF: Guadalupe "Lupe" Trevino

COUNTY: Hidalgo

ADDRESS: 711 EL Cibolo Road, Edinburg, Texas 78540

PERIOD OF GRANT: July 1, 2009 through September 30, 2010

CHECKLIST OF CONTENTS:

_____ Designation of Grant Officials. Authorizing Official (County Judge), Grant Performance Officer, Financial Officer

_____ Budget for Operation (Provided)

_____ Assurances and Certifications. County Judge must sign as Authorizing Official. (Includes state and federal requirements)

_____ Civil Rights as provided by Office of Justice Programs

_____ Special Conditions as set by Office of Justice Programs

_____ Categorical Exclusion Statement from Office of Justice Programs

_____ Objectives of Linebacker (Provided by TBSC)

_____ TBSC's Statement of the Problem as part of TBSC application

_____ Sub-Grant Award Notice with Grantee Acceptance (County Judge or Grant Performance Officer must sign)

_____ County Resolution from Commissioner's Court

_____ Guidance Letter on completing the package.

CERTIFICATION:

The application constitutes the work plan for the participants in Operation Linebacker, and the Congressionally Mandated Award, as a sub grantee of 2009-D1-BX-0141, as administered by Texas Border Sheriff's Coalition. The undersigned agree to comply with all terms, conditions, and statements of work and objectives in the application package.

_____	_____	OR	_____	_____
Authorized Official County Judge (signature)	Date		Grant Performance Officer (signature)	Date

APPROVAL:

The attached application is approved.

_____	_____
Donald L. Reay Executive Director Texas Border Sheriff's Coalition	Date

Mail completed forms and application to:

Texas Border Sheriff's Coalition
4141 Pinnacle, Ste 118
El Paso, Texas 79902

GUIDANCE FOR THE COMPLETION OF APPLICATION
SUB GRANT 2009-D1-BX-0141 (Hidalgo)
Linebacker
Congressionally Mandated Funds

The following guide is provided to assist each Sheriff in completing the package for the Congressionally Mandated Funds. Anything not covered in this guidance should be addressed with the staff of the Texas Border Sheriff's Coalition.

1. You sub grant number will be 2009-D1-BX-0141 followed by (your county's name) ie; 2009-D1-BX-0141 (Hidalgo) would be Hidalgo County's sub grant number.

2. The **SUB GRANT APPLICATION** page will list the pertinent items included in the package. You will note that many are provided by TBSC.

3. Designation of Grant Officials:
   The **AUTHORIZING OFFICIAL must be the COUNTY JUDGE.**
   The **GRANT PERFORMANCE OFFICER may be the Sheriff or his designee.**
   The **GRANT FINANCIAL OFFICER** is generally Auditor or Treasurer but please follow your county policies.

4. **ASSURANCES AND CERTIFICATIONS must be signed by the AUTHORIZING OFFICIAL (County Judge).**

5. **CIVIL RIGHTS** as provided by OJP does not require a signature but is covered under the signatures of the application by the **AUTHORIZING OFFICIAL and the GRANT PERFORMANCE OFFICER.**

6. **SPECIAL CONDITIONS AND THE CATEGORICAL EXCLUSION STATEMENTS from OJP are covered by the APPLICATION signatures and are a critical part of the application and procedure.**

7. The **TBSC STATEMENT OF THE PROBLEM and OBJECTIVES OF LINEBACKER** are provided by TBSC and your signatures concur with this grant submission to OJP which has been approved.

8. **GRANT APPROVAL FORM with GRANTEE ACCEPTANCE (County Judge must sign).**

9. Once TBSC receives the Grant Acceptance and the County Resolution, then and only then can funds be obligated from this grant. You may begin with a faxed copy but the ORIGINAL must follow immediately to TBSC for inclusion in the master file.

10. Each county is highly encouraged to track their own funds for what they have obligated. Reports from TBSC will be on approved reimbursements (expenditures).

Donald L. Reay
Executive Director
Texas Border Sheriff's Coalition

Jose Lopez
Financial Director
Texas Border Sheriff's Coalition

If you have any questions, please feel free to call. (915) 351-0621.

December 3, 2009

Attention all applying counties:

PLEASE NOTE:

- Any place you see "(County)" on the forms means *your county*. Please refer to the CD we have included and find the file that corresponds with the page you're on. Please change the word "county" to your county's name. This also applies where (xxxx) occurs. Please replace it with your county's name.

- The first two pages of the package are the guidance, which is then followed by the TBSC Sub Grant Application Cover & Checklist. This is a checklist of what we have included in this application package and what we will need you to return to TBSC. It must be filled out and signed by both your county judge and your county's grant performance officer (where appropriate), and returned along with all the other requested documents.

- Please note that we must have the original signed documents for our files.

- I have included an electronic copy of all the submission forms you will need in order to submit a request for funds. Please note that the Request for Funds Form has been adjusted. Make sure to start using the new RFF when we start this grant.

Should you have any questions, PLEASE FEEL FREE TO CALL US AT (915) 351-0621
We are here to help. It is our goal to make this as easy and painless as possible.

AI-19032 **13.C.**

SCAAP Funding - Appropriation

CC REGULAR

Date:	12/22/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditors for the FY2009 State Criminal Alien Assistance Program (SCAAP).
2. Approval of budget amendment to appropriate the grant award for $672,794.00.

BACKGROUND

Authorization to accept the FY2009 SCAAP grant from the U.S. Department of Justice, Bureau of Justice Assistance (BJA), was approved by Commissioners' Court on 11/10/09 (Agenda Item No. 20B - 18379).

Awarded funds are to be used for correctional purposes only. The budget includes overtime (no fringe benefits), and purchase of vehicles and equipment.

Grant No. 2009-AP-BX-0214

No local cash match is required.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-423-00-280-042-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $672,794 for the State Criminal Alien Assistance Program (SCAAP) for FY 2009.
Revenue account# 9-1284-331-11-280-042-9-000 SCAAP Revenues
Fringe benefits for the overtime hours are to be charged to the Jail budget (Account #9-1100-423-00-280-002-0). Estimated associated fringe benefits: $38,632.50

Attachments

Link: revenues.cert.

Link: scaap.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Anacleto Martinez	Anacleto Martinez	12/16/2009 11:52 AM	APRV
2	Budget & Management	Erika Zamora	12/16/2009 01:26 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/17/2009 08:05 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	12/18/2009 09:44 AM	APRV
5	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Emilia Uriegas

Started On: 12/15/2009 02:57 PM

Final Approval Date: 12/18/2009

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

November 18, 2009

The Honorable Rene A. Ramirez, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Bureau of Justice Assistance (BJA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$672,794.00	2009-AP-BX-0214 State Criminal Alien Assistance Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11-18-09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: December 15, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: State Criminal Alien Assistance Program FY2009 (SCAAP)
ACCOUNT NUMBER: 9-1284-423-00-280-042-9-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-423-00-280-042-9-131	Overtime Pay	225,000.00
9-1284-423-00-280-042-9-664	Other Minor Equipment	30,000.00
9-1284-423-00-280-042-9-741	Vehicles	269,000.00
9-1284-423-00-280-042-9-748	Other Equipment	148,794.00
	TOTAL APPROPRIATIONS	672,794.00
9-1284-331-11-280-042-9-000	U.S. Department of Justice--Bureau of Justice Assistance	672,794.00
	TOTAL REVENUES	672,794.00

REASON: **To appropriate budget for the FY2009 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2009-AP-BX-0214.**

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Jail Office budget (Account Number 9-1100-423-00-280-002-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19017 **13.D.**

ICE Overtime Funding

CC REGULAR

Date:	12/22/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) in the amount of $10,000.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the ICE Overtime Funding.
3. Approval to appropriate funds in the amount of $10,000.00.

BACKGROUND

Pursuant to Memorandum of Understanding still in effect between the Immigration and Customs Enforcement and the Hidalgo County Sheriff's Office, overtime funding is being provided for expenses of officer in providing resources in joint operational/task forces.

Funding terminates September 30, 2010.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-055-0-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $10,000.00 for ICE Funding for FY 2010.
Funding terminates September 30, 2010.
Revenue account# 9-1284-331-10-280-055-0-000 ICE Revenues
Fringe Benefits relating to the overtime hours are to be charged to the Sheriff's Office budget (Account #1100-421-00-280-001-0). Estimated associated fringe benefits: $1,717.00

Attachments

Link: funding.notice

Link: Certification of Revenues

Link: ot.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/16/2009 11:52 AM	APRV

2	Budget & Management	Erika Zamora	12/16/2009 01:25 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/17/2009 02:41 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	12/18/2009 10:24 AM	APRV
5	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Emilia Uriegas

Started On: 12/15/2009 09:16 AM

Final Approval Date: 12/18/2009

U.S. Department of Homeland Security
Immigration & Customs Enforcement
1701 W. Business 83, Suite 508
McAllen, Texas 78501

U.S. Immigration and Customs Enforcement

December 14, 2009

Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Road
P. O. Box 1228
Edinburg, Texas 78541

Re: Reimbursement #1010SA1815

Sheriff Trevino:

I am please to inform you that the U.S. Department of Homeland Security, Immigration and Customs Enforcement, in McAllen received the initial funding of $10,000 for reimbursable overtime for Senior Deputy Romeo Rodriguez of the Hidalgo County Sheriff's Office.

The reimbursement package is respectfully requested to be submitted timely for the previous month, but no later than the 10th calendar day of the following month. Also, the monthly reimbursement package does not have to run from the 1st to the 30th of each month, but may overlap months or pay periods.

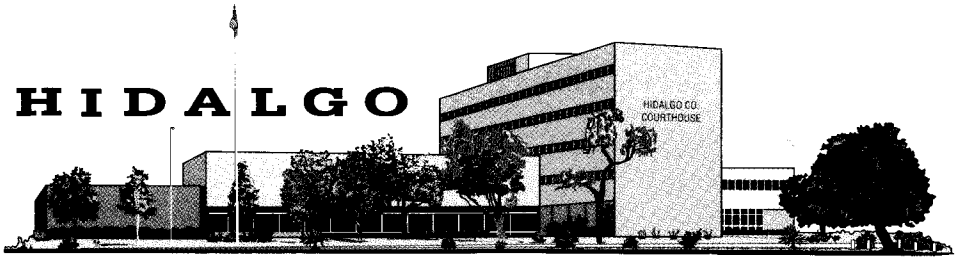
If you require any further information regarding this matter, please do not hesitate to contact this office at (956) 984-6908.

Thank you in advance for your continued cooperation and assistance.

Juan J. Munoz
Assistant Special Agent In Charge

Cc: Emilia Uriegas, Auditor

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 15, 2009

The Honorable Rene A. Ramirez, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Immigration and Customs Enforcement (ICE). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$10,000.00	Reimbursement #1010SA1815 Overtime for Romeo Rodriguez

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/16/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: December 15, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: ICE-OVERTIME

ACCOUNT NUMBER: 9-1284-421-00-280-055-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-055-0-131	Overtime	10,000.00

	TOTAL APPROPRIATIONS	**10,000.00**
9-1284-331-10-280-055-0-000	**U.S. Department of Homeland Security Immigration and Customs Enforcement (ICE)**	**10,000.00**
	TOTAL REVENUES	**10,000.00**

REASON: **To appropriate budget for the U.S. Dept. of Homeland Security, Immigration and Customs Enforcement (ICE) funding for overtime for officer assigned to joint law enforcement task force.**

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office budget (Account #9-1100-421-00-280-001-0).

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19008 **13.E.**

DOJ--USMS Overtime Funding

CC REGULAR

Date:	12/22/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshal's Service in the amount of $16,000.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS-DFTF Funding.
3. Approval to appropriate funds in the amount of $16,000.00.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshal's Service and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for the officer assigned to the USMS DFTF joint law enforcement task forces.

Period of performance is December 07, 2009 to September 30, 2010.
D79 5042X JLEOTFS soc 2599

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-068-0-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $16,000.00 for DOJ-USMS-DFTF Funding for FY 2010. Period of performance is from 12/07/09 to 9/30/10.
Revenue account# 9-1284-331-11-280-068-0-000 DOJ-USMS Revenues
Fringe Benefits relating to the overtime hours are to be charged to the Sheriff's Office budget (Account #1100-421-00-280-001-0). Estimated associated fringe benefits: $2,747.20

Attachments

Link: overtime.funding

Link: Certification of Revenues

Link: ot.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:55 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/17/2009 01:35 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 10:16 AM	APRV
4	Auditor's Office	Angela Garcia	12/18/2009 05:08 PM	APRV

Form Started By: Emilia Uriegas Started On: 12/14/2009 02:43 PM

Final Approval Date: 12/18/2009

U.S. Department of Justice

United States Marshals Service
Southern District of Texas
515 Rusk, Room 10017
Houston, TX 77002

December 10, 2009

Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, TX 78541

Dear Chief Martinez,

This is to notify you of procedures regarding submission of invoices for overtime in support of the Joint Law Enforcement Operations Memorandum of Understanding with the United States Marshals Service dated December 7, 2009. Invoices are to be submitted on a monthly basis (i.e., December 2009) and should reflect a summary of overtime hours incurred by each investigator for the month. The invoice should be on your agency's letterhead and can be submitted in your invoice format, but must include the following elements:

1) Name and title of each investigator who incurred overtime during the month;

2) Hourly regular and overtime rates in effect for each investigator during the month;

3) Total overtime hours incurred by investigator during the month;

4) Total overtime dollars for each investigator for the month;

5) Total bill amount for the month; and

6) Obligation No. D79-10-0233 and Billing Period (Month).

Invoices should be submitted to Supervisory Deputy Isaac Karam, who will review, approve, and forward to my attention for payment. Additional backup documentation should be available upon request to verify the accuracy of the summary level invoices in case of an audit or to assist the district in the invoice review process.

If you have questions regarding the invoicing procedure, please contact me at (713) 718-4803.

Sincerely,

Ann L. Adams
Administrative Officer

Attachments:
- Memorandum of Understanding Joint Law Enforcement Operations dated December 7, 2009
- Memorandum of Understanding between Hidalgo County Sheriff's Office and the United States Marshals Service

Copies Furnished: Isaac Karam, Supervisory Deputy
United States Marshals Service

FISCAL YEAR 2010
MEMORANDUM OF UNDERSTANDING
JOINT LAW ENFORCEMENT OPERATIONS

Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office
And
United States Marshals Service

The purpose of this **MOU** notice is to obligate Asset Forfeiture funding for overtime incurred by state and local investigators who provide full time support to the USMS DFTF joint law enforcement task forces, pursuant to the Memorandum of Understanding (**MOU**) between the Marshals Service and the **Hidalgo County Sheriff's Office.**

Period of Performance: December 7, 2009 thru September 30, 2010

FY 2010 Appropriation Data:

D79 5042X JLEOTFS SOC 2599 (Overtime obligation) $16,000.00
Obligation Number: D79-10-0235

State and local agencies can request reimbursement of overtime incurred by state and local investigators who provide full time support to the USMS DFTF joint law enforcement task forces. A total of $16,000.00 is provided for overtime. Upon receipt of a proper invoice for incurred overtime expenses, the Marshals Service will reimburse the state and local agencies for these expenses.

Certification of Funds Available: Ann L Adams — 12.7.09
Ann Adams, Admin Officer — **Date**
Southern District of Texas

MOU Authorization: — 12-7-09
Steven Tiller, Chief Deputy — **Date**

See Attached MOU
Guadalupe "Lupe" Trevino — **Date**
Sheriff – Hidalgo Co. Sheriff's Office

Form USM-607
Rev. 11/09

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County Sheriff's Office and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).

United States Marshal

Chief Deputy

Participant Agency Representative - Hidalgo Co. Sheriff's Office

Assistant Director, IOD

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 16, 2009

The Honorable Rene A. Ramirez, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the United States Marshal Service (USMS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$16,000.00	D79 5042X JLEOTFS soc 2599 Overtime

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/18/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: December 14, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: DOJ-USMS-OVERTIME

ACCOUNT NUMBER: 9-1284-421-00-280-068-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-068-0-131	Overtime Pay	16,000.00

	TOTAL APPROPRIATIONS	16,000.00
9-1284-331-11-280-068-0-000	U.S. Department of Justice--U.S. Marshals Service	16,000.00
	TOTAL REVENUES	16,000.00

REASON: **To appropriate budget for the U.S. Dept. of Justice, U.S. Marshals Service funding for overtime for officer assigned to the joint law enforcement task forces.**

Grant Period: 12/07/09 to 09/30/10 **Obligation Number: D79-10-0233**

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office budget (Account Number 9-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19097 **15.A.**

Donation Agreement Between Rio Grande Valley Arson Dog Asso. and Hidalgo County

CC REGULAR

Date:	12/22/2009
Submitted By:	Mari Gutierrez, COUNTY JUDGE
Submitted For:	Erika Reyna
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal:
Approval of Donation Agreement between the Rio Grande Valley Arson Dog Association and Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Fiscal Impact, as per donation agreement:
1. As consideration for receipt of the Dogs, the County shall incur all costs associated with providing trained handlers for the Dogs, including but not limited to, accelerant handler K-9 training, room and board of handlers during training and any other expenses associated with handler training for the Dogs.

Funding will addressed as these expenditures arise.

Attachments

Link: RGV Arson Dog Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:39 PM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2009 03:03 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Mari Gutierrez — Started On: 12/18/2009 11:42 AM

Final Approval Date: 12/18/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DONATION AGREEMENT
BETWEEN RIO GRANDE VALLEY ARSON DOG ASSOCIATION
AND HIDALGO COUNTY, TEXAS

THIS Donation Agreement is made on this the ____ day of December 2009 by and between the **RIO GRANDE VALLEY ARSON DOG ASSOCIATION** and the **COUNTY OF HIDALGO, TEXAS**.

WITNESSETH:

WHEREAS, the Rio Grande Valley Arson Dog Association is an unincorporated association (the "Association") in the State of Texas created to unite in a common cause for fire response agencies utilizing the services of canines as an accelerant detection tool;

WHEREAS, Hidalgo County is a county in the State of Texas;

WHEREAS, Hidalgo County (the "County"), through its Fire Marshal's Office (the "County"), desires to own and facilitate the use of canines for the sole purpose of performing arson inspections/investigations at suspect fires throughout the County;

WHEREAS, the Association desires to donate two (2) canines trained in arson detection for structures and vehicle fires (collectively the "Dogs");

WHEREAS, Local Government Code Section 81.032 permits the Commissioners Court to accept a donation on behalf of the County for the purpose of performing a function conferred by law on the county or a county officer;

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

1. The Association agrees to donate to County the Dogs for use as an accelerant detection tool at fires of structures or vehicles in which the County's Fire Marshal is dispatched to response and provide services.

2. As consideration for receipt of the Dogs, the County shall incur all costs associated with providing trained handlers for the Dogs, including but not limited to, accelerant handler K-9 training, room and board of handlers during training and any other expenses associated with handler training for the Dogs.

3. The Association shall be responsible for all costs associated with the Dogs, including but not limited to food, medical care, supplies, etc. Further, the Association shall be responsible for all annual costs associated with recertification of the dogs as accelerant detectors.

4. The Hidalgo County Fire Marshal or designated representative shall be given charge/credit account access to the Association's veterinarian and food/material supplier for the care of the Dogs and the Association shall be responsible for payment of all legitimate charges made by County in furtherance and care of the Dogs.

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

HIDALGO COUNTY

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

RIO GRANDE VALLEY ARSON DOG ASSOCIATION

_____
Juan Martinez, President

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

AI-19022 **16.A.**

Cell Phone Request

CC REGULAR

Date:	12/22/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Health & Human Services:
1. Authorization to purchase (requisition # 165463) throught the County's membership/participation with CONTRACT: C-09-231-09-22 with awarded vendor H.E.B. WIRELESS for the following services:

Quantity:	Description:	One Time Equipment Cost:	Monthly Service Cost:	Notes:
5	Novatel Sprint MIFI 2200	$99.99 X 5 = $499.95	5 @ $42.99 = 214.95 X 9 months = $1,934.55	Data Cards will be for various employee use

2. Approval of the attached application for cell phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-042-0-XXX

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

BUDGETARY IMPACT:

Amount available for requisition# 165463 as of 12-16-09 $2,434.50 for H.E.B. Wireless.

Object Code Amount
532 $ 1,934.55
619 $ 499.95

Attachments

Link: Quote

Link: Cell Phone Request Forms

Link: requisition # 165463

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 03:30 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/16/2009 02:44 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Griselda Salazar Started On: 12/15/2009 10:07 AM

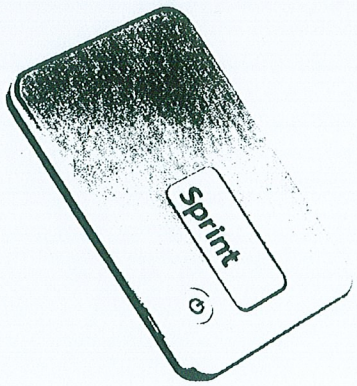
Final Approval Date: 12/18/2009

HEB mobile convenient.	HIDALGO COUNTY OF TE	Contract: DIR-SDD-611		
	Attn: Renán Ramírez			
	Date:	10/15/2009	Expires :	
	Prepared By:	Julie Fenton		
	Email Address:	Fenton.julie@heb.com		

Description	Price	Qty	Total
EQUIPMENT			
Novatel Sprint MIFI 2200 (See Below Picture)	$ 99.99	5	$ 499.95
SERVICE			
Sprint monthly Data Service for MIFI 2200	$ 42.99	5	$ 214.95
Total Monthly Service	$ 142.98	5	$ 714.90

SUMMARY	
Total Lines of Service	5
One Time Charges	$ 499.95
Monthly Recurring Charges	$ 214.95
Total Annual Investment ($257.95 x 9 Months)	$ 1,934.55

Novatel MiFi 2200



CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Eduardo Olivarez - for various employee use

Department #: 340 Employee ID #: _____ Office: Health

Service: $42.99 /mo (x) 9 months = $386.91 Account: 9-1293-441-00-340-042-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Eduardo Olivarez - for various employee use

Department #: 340 Employee ID #:_____ Office: Health

Service: $42.99 /mo (x) 9 months = $386.91 Account: 9-1293-441-00-340-042-0-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

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Service: $42.99 /mo (x) 9 months = $386.91 Account: 9-1293-441-00-340-042-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

_____ Eduardo Olivarez 11/5/09

Signature Print Name Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 12/10/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

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(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Eduardo Olivarez - for various employee use

Department #: 340 Employee ID #:_____ Office: Health

Service: $42.99 /mo (x) 9 months = $386.91 Account: 9-1293-441-00-340-042-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

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Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Eduardo Olivarez - for various employee use

Department #: 340 Employee ID #:_____ Office: Health

Service: $42.99 /mo (x) 9 months = $386.91 Account: 9-1293-441-00-340-042-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00165463

PO #

Date: 11/04/09

Bill To: x
x

Vendor : 374172
HEB WIRELESS, INC.
646 S. MAIN AVE.
SAN ANTONIO TX 78204

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	EACH	DATA CARDS NOVATEL SPRINT MIFI 2200 EQUIPMENT	99.99	499.95
9.00	MONTH	SERVICES FOR DATA CARDS SPRINT MONTHLY DATA SERVICE FOR MIFI 2200	214.95	1,934.55
		Account No	Encumbrance	
		9-1293-441-00-340-042-0-532	1,934.55	
		9-1293-441-00-340-042-0-619	499.95	
			Freight	.00
			Total	2,434.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-19058 **16.B.**

Cell Phone Request Form

CC REGULAR

Date:	12/22/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Safety Division:
1. Authorization to purchase through the County's membership/participation with CONTRACT: C-09231-09-22 with awarded vendor H.E.B. WIRELESS for the following services (REQUISITION #s 167129 & 167130):

Quantity:	Description:	One Time Equipment Cost:	Monthly Service Cost:	Notes:
4	UT Starcomm CDM7025	4 CDM7025 @ $35 + 4 car chargers @ $10 + 4 cases @ $10 = $220 - $80 credit for ic502 = $140	4 Pocket Plans @ $27.50 X 1 Month = $110	Cell Phones for Armando Guzman, Mario Martinez, Pedro Luna & Adolfo Trevino

2. Approval of the attached application for cell phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-50-115-059-0-532

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

BUDGETARY IMPACT:

Funds available in Requistion# 167129 in the amount of $110.00 as of 12/18/09 for HEB Wireless, Inc.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-50-115-059-0-619

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

BUDGETARY IMPACT:

Funding is pending approval of AI# 19015 CC 12/22/09 to have funding for Requisition# 167130 in the amount of $140.00 for HEB Wireless, Inc.

Attachments

Link: cell phone request forms

Link: requisitions 167129 & 167130

Link: quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 04:54 PM	APRV
2	Erika Zamora	Erika Zamora	12/18/2009 03:29 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Griselda Salazar Started On: 12/16/2009 03:19 PM

Final Approval Date: 12/18/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

292.6089

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☒ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____

(4) Describe how the use of this cell phone will benefit the county: on call after hours due to road safety

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 1

Service: $27.50 /mo (x) 1 months = ~~$0.00~~ 27.50 Account: 9-1100-419-50-115-0598-532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $_____ /mo (x) ____ months = $0.00 Account: _____-532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

Signature | Roy Quintanilla (Print Name) | 12/7/09 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 12/14/09 (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: Pocket $25.00 Mo Plan/Unlimited Talk, Text & US Long Distance.

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

289.9924

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☒ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other:_____

(4) Describe how the use of this cell phone will benefit the county: on call after hours due to road safety issues.

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 1

Service: $21.50 /mo (x) 1 months = ~~$0.00~~ 27.50 Account: 9-1100-419.50-115-059-0- -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

_____ Signature | Ray Quintanilla Print Name | 12/7/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | Valde Guerra Print Name | 12/14/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: Pocket $25 Mo. Plan/Unlimited Talk, Text & 45 Long Dist.

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

292.6034

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☒ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other:_____

(4) Describe how the use of this cell phone will benefit the county: On call after hours due to road safety

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 1

Service: $ 27.50 /mo (x) 1 months = ~~$0.00~~ 27.50 Account: 9-1100-419.50-115-059.0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

_____ Signature | Roy Quintanilla Print Name | 12/1/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | Valde Guerra Print Name | 12/14/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: Pocket $25. Mo Plan/Unlimited Talk, Text & US Long Dist

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

292-6275

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☒ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☒Offsite duties ☒On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county: On call after hours due to road safety

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 1

Service: $27.50/mo (x) 1 months = 27.50 Account: 9-1100-419.50-115-059-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

_____ Signature | Roy Quintanilla Print Name | 12/7/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | Valde Guerra Print Name | 12/14/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: Packet #25 No. Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition
BUDGET OFFICER

Req # 00167129
PO #
Date: 12/15/09

Bill To: x
x

Vendor : 374172
HEB WIRELESS, INC.
646 S. MAIN AVE.
SAN ANTONIO TX 78204

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ROSIE LUNA
956-318-2644

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	MONTH	WIRELESS SERVICE / CELL PHONES FOR ARMANDO GUZMAN, MARIO MARTINEZ, PEDRO LUNA & ADOLFO TREVINO	27.50	110.00
		Account No	Encumbrance	
		9-1100-419-50-115-059-0-532	110.00	
			Freight	.00
			Total	110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition
BUDGET OFFICER

Req # 00167130
PO #
Date: 12/15/09

Bill To: x
x

Vendor : 374172
HEB WIRELESS, INC.
646 S. MAIN AVE.
SAN ANTONIO TX 78204

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ROSIE LUNA
956-318-2644

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	EACH	CELL PHONE FOR ARMANDO GUZMAN, MARIO MARTINEZ, PEDRO LUNA & ADOLFO TREVINO	35.00	140.00
4.00	EACH	CHARGER FOR PHONE	10.00	40.00
4.00	EACH	CASE FOR PHONE	10.00	40.00
4.00	EACH	CREDIT FOR PHONE RETURNED	-20.00	-80.00
		Account No	Encumbrance	
			Freight	.00
			Total	140.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

H-E-B mobile Talk about convenient.	HIDALGO COUNTY OF TEXAS	Contract: C-09-231-09-22		
	Attn: Renán Ramírez			
	Date:	12/31/2009	Expires :	
	Prepared By:	Julie Fenton		
	Email Address:	Fenton.julie@heb.com		

Description	Price	Qty	Total
EQUIPMENT			
UT Starcomm CDM 7025 (picture below)	$ 35.00	4	$ 140.00
Car Charger	$ 10.00	4	$ 40.00
Case	$ 10.00	4	$ 40.00
Trade in iC502	$ (20.00)	4	$ (80.00)
Equipment Total:			**$ 140.00**
SERVICE			
POCKET - Voice/Talk/Data service per month	$ 27.50	4	$ 110.00
* Specifications: Alarm, Calculator, Calendar, Speaker Phone,			
and Voice Memo			
Number of Months		6	
Service Total:	$ 25.00		**$ 660.00**

SUMMARY

Total Lines of Service	4
One Time Charges	$ 140.00
Monthly Recurring Charges	$ 110.00
Total Annual Investment ($275 x 12 Months)	$ 1,320.00

UT Starcomm CDM7025

AI-19070 **17.A.**

CDBG-Disaster Recovery Prg.-Sharing of Data Protocol

CC REGULAR

Date:	12/22/2009
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Estella Webber
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Discussion, consideration and approval of CDBG Disaster Recovery Program Memorandum of Understanding - Sharing of Data Protocol between the Texas Department of Housing and Community Affairs and Hidalgo County.

BACKGROUND

This MOU is for the purpose of addressing the access to and handling of data electronically acquired by TDHCA from the Federal Emergency Management Agency (FEMA). As administrators of the housing portion of the Disaster Recovery Program that calls for assisting families whose homes were damaged by Hurricane Dolly, this data will assist the Urban County Program staff in preventing a duplication of effort or a duplication of benefits in determining eligibility for disaster assistance.

Fiscal Impact

Attachments

Link: CDBG- Sharing of Data Protocol

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 11:10 AM	APRV
2	Perla Lopez	Perla Lopez	12/18/2009 09:49 AM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW
Form Started By: Hilda Bazan			Started On: 12/17/2009 10:06 AM	
Final Approval Date: 12/18/2009				

CDBG Disaster Recovery Program
Hurricanes Ike (FEMA-1791-DR) and
Dolly (FEMA-1780-DR)
Memorandum of Understanding
Sharing of Data Protocol

I. Parties

This Memorandum of Understanding is entered into by and between the Texas Department of Housing and Community Affairs (TDHCA) and the Hidalgo County, for the purpose of addressing the access to and handling of data electronically acquired by TDHCA from the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA) and data electronically transmitted from TDHCA Hidalgo County in the implementation of the Community Development Block Grant (CDBG) Disaster Recovery Programs under Public Law 110-329.

II. Purpose

Hidalgo County has an immediate and long-term need for recovery related data from FEMA or SBA. This data will be used in order to prevent a duplication of efforts or a duplication of benefits in determining eligibility for disaster assistance. The data outlining disaster assistance funds already received by applicants from FEMA, the FEMA National Flood Insurance Program (NFIP), or SBA in particular, is critical in helping to identify what assistance, if any, an applicant has received for home repair or replacement.

III. Responsibilities and Description of Data Shared

A. DESCRIPTION OF DATA :

TDHCA shall provide to Hidalgo County in an electronic format database via data disc, the following shared information on the applicant base level:

Requested fields at the address level are as follows for both Hurricanes Ike and Dolly:

FEMA returned fields:

Primary Homeowner Name First
Primary Homeowner Name Middle
Primary Homeowner Name Last
Primary Homeowner Name Suffix (Jr., III, Sr., etc)
Primary Homeowner Social Security Number
Secondary Homeowner Name First
Secondary Homeowner Name Middle
Secondary Homeowner Name Last
Secondary Homeowner Name Suffix (Jr., III, Sr., etc)
Secondary Homeowner Social Security Number

Damage Residence Address 1
Damage Residence Address 2
Damage Residence City
Damage Residence State
Damage Residence Zip
Amount of Home Repair/Replacement funds
Rejected Due to Non-Compliance (Y/N)

NFIP returned fields:
Date of Loss
Policy Number
Building Payment: Structure Amount
Occupancy Type: Primary, Rental, Etc.
Insured Name

SBA returned fields:
Applicant Name
Relationship
Social Security Number
Damaged Property Address
Damaged Property City
Damaged Property State
Damaged Property Zip Code
Application Number
SBA Loan Number
RE Verified $
Application RE Approved Amt
Status
Sub Status

B. DATA USE, SECURITY, AND DELIVERY

1. Restricted Use of Information: Hidalgo County shall use the information obtained from TDHCA, pursuant to subsection A above, solely for the defined purposes stated in Section II. The "shared information" is considered both confidential and non-confidential information but Hidalgo County agrees to treat both confidential and non-confidential information as private and avoid the unnecessary use or release of such information unrelated to the defined purposes stated in this memorandum of understanding between the parties. It is the intention of the parties that both the confidential and non-confidential "shared information" will be utilized strictly for the purposes stated herein.

2. Maintain Privacy and Security The Hidalgo County and TDHCA are committed to maintain the privacy and security of a CDBG applicant's confidential data within the restraints of the CBDG Disaster Recovery Program.

3. Frequency of Delivery: All of the information described above shall be provided to Hidalgo County as soon as it becomes available to TDHCA, and in the manner provided in subsection C below.

C. TDHCA shall provide access to the shared information, described in sub-section A above, to Hidalgo County by providing password protected access restricted for the persons designated in Section **6B.**

IV. Legal Authority and Requirements

Requirements of Privacy Act – The information provided is covered under the Privacy Act of 1974, (Privacy Act), 5 U.S.C. § 522a, the privacy of each Hurricane Ike and Hurricane Dolly victim must be protected from disclosure to unauthorized third parties. For this reason, TDHCA is producing and Hidalgo County is receiving records from the FEMA and NFIP Disaster Assistance programs only for the purposes stated herein. In addition, State agencies, including the TDHCA, as well as counties and municipalities, including Hidalgo County, receiving disaster applicant information must protect it in the same manner that the Privacy Act requires FEMA and HUD to protect it under the Stafford Act, 44 C.F.R. § 206/11(j)(2)(i). The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act information to unauthorized third parties. Specifically, an individual who willfully discloses any such material to a third party not authorized to receive it may be convicted of a misdemeanor and fined up to $5,000.

V. Data Transmission Security

Hidalgo County shall comply will all applicable Statewide IT Security Policies and Standards as promulgated by the Division of Administration Office of Information Technology. Any Confidential Data which is electronically transmitted under the terms of this Contract shall be sent in encrypted format. In transmitting Confidential Data, Hidalgo County shall only use National Institute of Standards and Technology (NIST) implementations listed in the FIPS 140-1 and FIPS 140-2 Cryptographic Modules Validation List. For symmetric algorithms, key strength must be a minimum of 128 bits. For asymmetric algorithms, key strength must be a minimum of 1024 bits. Hidalgo County may institute measures which provide increased levels of protection, which measures must be provided in writing to TDHCA. TDHCA may hereinafter provide for increased requirements of the protections provided under this sub-section.

Duties to Monitor and Report Breach or Unauthorized Use or Release of Information

Hidalgo County and TDHCA shall implement and continually update monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. Hidalgo County must comply with the State's Database Security Breach Notification Law, cited at La. R.S. 51:3071, and shall provide TDHCA with immediate notification (not more than 24 hours) of any security incident ("Security Incident") involving Confidential Data. The reference to Security Incident herein may include,

but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Data, or the unauthorized use of a system for the processing or storage of Confidential Data, or changes to system hardware, firmware, or software characteristics without TDHCA's knowledge, instruction or consent, or the unauthorized use or disclosure, whether intentional or otherwise of Confidential Data.

In the event of unauthorized access to or disclosure of information, Hidalgo County, when involved in a Security Incident, shall consult with TDHCA regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing herein shall be deemed to limit the liability, if any, that Hidalgo County may have, if any person whose private or confidential data may have been the subject of an unauthorized use or disclosure.

VI. Other Provisions:

A. Conflicts: Nothing in this Agreement is intended to conflict with Federal or State statutes and regulations or TDHCA directives. If a term or provision of this agreement is inconsistent with such law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect.

B. Contact information – Access to unit level data will be restricted to the following individuals within Hidalgo County.

1. Diana Serna

Hidalgo County is prohibited from sharing with anyone information considered personal and confidential to the CDBG Disaster Recovery Grant applicant. Hidalgo County cannot disclose any shared information obtained from TDHCA to any third party without the explicit permission of TDHCA.

Hidalgo County hereby agrees to release to TDHCA all reports, conclusions, recommendations, etc. based on its analysis of this data prior to the time and in the same manner that such information is given to any third party. All reports, conclusions, recommendations, etc. based on Hidalgo County's analysis will not be publicly released without review by TDHCA.

TDHCA may utilize the information for the same purposes, as well as for monitoring and reporting purposes, and to pursue any rights it may have or acquire in the implementation and administration of the CBDG Disaster Recovery Grant Program, including but not limited to any disclosures necessary to obtain disbursement of grant awards, recovery of grant awards, reduction of grant awards, recovery of any program assets, including assets and rights previously or in the future assigned to the TDHCA in connection with grant awards.

TDHCA and the Hidalgo County further recognize that the Shared Information is subject to the rights of audit and inspection by various federal and state agencies and the disclosure of such information may be required by law.

VII. Effective Date: The terms of this Agreement shall become effective on which the last signature of the Parties is affixed to this agreement.

VIII. Modification and Termination:

A. This Agreement may be modified in writing, by mutual written consent of TDHCA and Hidalgo County.

B. The terms of this Agreement, as modified, shall remain in effect until **September 10, 2011.**

C. This Agreement may be terminated, at any time, upon mutual written agreement between the parties; or by either party upon 30 days written to the other party to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives with an effective date stated in Section 7 above.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the day and year first above written.

Texas Department of Housing and Community Affairs

By _____
Michael Gerber
Title Executive Director

Date

Hidalgo County
By _____
Diana Serna
Title Urban County Program Director

Date

AI-19060 **17.B.**

Fire Dept. equip. - City of La Joya

CC REGULAR

Date: 12/22/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY

Information

CAPTION

Hidalgo County Urban County Program, on behalf of the City of La Joya, is requesting authority to purchase and install equipment on a fire tanker unit from lowest bidder, Siddons Fire Apparatus, in the amount of $24,810.00 (quotation form attached hereto), for the City of La Joya Fire Department. La Joya Urban County Program Year 21 (2008) and Year 22 (2009) Fire Station/Equipment funds will be utilized.

BACKGROUND

The purchase and installation of equipment will be installed onto a fire tanker truck unit being used by the City of La Joya Fire Department. Payment in the amount of $24,810.00, will include pick-up and delivery. Delivery is expected in approximately 30 days.

Vendor: Siddons Fire Apparatus
Purchase Amount: $24,810.00

Funds Available: $20,000.00 Year 21 (2008) La Joya Fire Station/Equipment funds
$20,000.00 Year 22 (2009) La Joya Fire Station/Equipment funds
$40,000.00 TOTAL

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County Year 21 (2008) and Year 22 (2009) La Joya Fire Station/Equipment funds will be utilized for the purchase of equipment.

Attachments

Link: fire dept. purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 04:54 PM	APRV
2	Perla Lopez	Perla Lopez	12/17/2009 08:42 AM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Estella Webber

Started On: 12/16/2009 03:38 PM

Final Approval Date: 12/18/2009

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Quotation Form

Price Quotation Form must be submitted to Urban County for pre-approval prior to purchase. Use additional forms as needed.

VENDOR #1 Name: Siddons Fire Apparatus Person Contacted: Jim Farrel

Phone: 956-605-3473 Address: 12717 Beltrex Dr. City: Manor, TX

Quantity	Description of Items	Price per Unit	Total Amount
	Tanker Unit Equipment		$ 24,810.00
		TOTAL:	$ 24, 810.00

VENDOR #1 Name: Martin Apparatus, Inc. Person Contacted: Troy D. Harrison

Phone: 281-442-6808 Address: 14233 Interdrive West City: Houston, TX

Quantity	Description of Items	Price per Unit	Total Amount
	Tanker Unit Equipment		$ 26, 315.00
		TOTAL:	$ 26, 315.00

VENDOR #1 Name: Micro Fire Apparatus Person Contacted: Bob Vanwy

Phone: 610-264-4256 Address: 2340 Schoenersville Rd City: Allentown PA 18109

Quantity	Description of Items	Price per Unit	Total Amount
	Tanker Unit Equipment		$ 28, 528.00
		TOTAL:	$ 28, 528.00

Recommendation: Our recommendation is that Siddons Fire Apparatus is approved for the purchase of Equipment

Requested by: _____ Date _____ **UCP Approval:** _____ Date 12/15/09

UCA-5

REVSED JUNE 2009

Siddons Fire Apparatus

12717 Beltex Dr Manor TX 78653
Tel 866 334-0737 Fax 281 219-2560
Fed ID 76-0572301 TX MVD Dealer P48884

December 11, 2009

To: City of La Joya Fire Department

Re: Bid for Purchase and Installation of Equipment for Tanker Unit

To whom it may concern:

We would like to propose a bid for the scope of work:

1000 Gallon Water Tank with a lifetime warranty poly tank and include new decking for the tank.

Gauges on pump panel to accommodate new poly

Throttle on pump panel to accommodate new poly tank

Portable tank with 1500 gallon capability

Mounting of deck gun for pump house to handle larger fires

Pump valves to accommodate new poly tank

P25 compliant digital radio including installation

Aluminum diamond plate on unit to accommodate new poly tank

Pick up and delivery fees for completed unit

Estimate total including materials and labor is $ 24,810.00

Sincerely,

Jim Farrell
956-605-3473

AI-19028 **17.C.**

Budget & Prog. amendment - Pct. # 1

CC REGULAR

Date:	12/22/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Pct. #1 utilizing Urban County funds from Program Years 17, 19, 20, 21 & 22 (2004, 2006, 2007, 2008 & 2009) to increase funding for projects, project cancellation and creating new projects.

2. Consideration and approval of Budget & Program Amendment to the Urban County Pct. #1 Fiscal Years 17, 19, 20, 21 & 22 (2004, 2006, 2007, 2008 & 2009) CDBG work plans to re-allocate funding that was surplus from years 17, 19 & 20 to add the City of Edcouch Water/Sewer Improvements, and FY 21, will cancel out the City of Elsa water/sewer improvements and add new project to be done in conjunction with TxDot. FY 22 will cancel out street improvements to Barrera Street and re-allocate the funds for several public services, youth services, and senior services. It will also include additional funding for the Sunrise/Sunset Park Improvements, and the Weslaco Public Library and Donna Street Improvements projects.

BACKGROUND

Hidalgo County Precinct No. 1 is requesting approval of the Budget & Program Amendment for Program Years 17, 19, 20, 21 & 22 (2004, 2006, 2007, 2008 & 2009) See attached public hearing notice for project consideration. A public hearing was held on December 22 at 9:30 a.m. and citizen participation requirements have been met. (Letter of request from Precinct No. 1 is attached for your review.)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County funds.

Attachments

Link: budget amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 02:32 PM	APRV

2	Perla Lopez	Perla Lopez	12/16/2009 08:44 AM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Estella Webber Started On: 12/15/2009 02:06 PM

Final Approval Date: 12/18/2009

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO 1
URBAN COUNTY PROGRAM

Published On: December 18, 2009

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct No. 1** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Years 17, 19, 20, 21 & 22 (2004, 2006, 2007, 2008, & 2009).**

The Public Hearing will be held on , **Tuesday, December 22, 2009** at **9:30 A.M.** at the **Hidalgo County Commissioner's Court Room located at 100 E. Cano, First Floor, Edinburg, Texas 78539**.

Existing	Year 17 (2004) Activities	Proposed
$ 5,080.75	Rio Delta Engineering (Street Imp.) (-5,080.75)	$ 0.00
$ 00.00	Water/Sewer Imp.(Edcouch) (+5,080.75)	$5,080.75
$762,402.75	**TOTALS:**	**$5,080.75**

The proposed amendment will Closeout the Rio Delta Engineering contract, all work has been completed and the remaining funds will allow for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project for the City of Edcouch.

Existing	Year 19 (2006) Activities	Proposed
$ 31,800.06	Water/Sewer Imp. (La Villa) (-31,800.06)	$ 0.00
$ 00.00	Water/Sewer Imp. (Edcouch) (+31,800.06)	$ 31,800.06
$ 31,800.06	**TOTALS:**	**$ 31,800.06**

The proposed amendment will **CANCEL** the Water/Sewer Improvement funds allocated to the City of La Villa to be re-allocated for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project for the City of Edcouch.

Existing	Year 20 (2007) Activities	Proposed
$ 30,000.00	Water/Sewer Imp. (Pct. 1) (-30,000.00)	$ 0.00
$ 00.00	Water/Sewer Imp. (Edcouch) (+30,000.00)	$ 30,000.00
$ 30,000.00	**TOTALS:**	**$ 30,000.00**

The proposed amendment will **CANCEL** the Water/Sewer Improvement funds allocated to Pct. 1and funds for the purchase of water meters to be re-allocated for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project.

Existing	Year 21 (2008) Activities	Proposed
$ 3,155.41	Parks, Recreational Facilities (-3,155.41)	$ 0.00
$ 00.00	Water/Sewer Imp. (Edcouch) (+3,155.41)	$ 3,155.41
$250,633.06	Water/Sewer Imp. (Elsa)	$250,633.06
$253,788.47	**TOTALS:**	**$253,788.47**

The proposed amendment will **CLOSEOUT** the PlayWell Group purchase order for Parks, Recreational Facilities for Pct. 1, and remaining funds to be re-allocated for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project. The proposed amendment will **CANCEL** the water/sewer improvement project for the City of Elsa for the existing workplan and replace the project with a new waterline and sewer line improvement project in conjunction with the expansion of FM 88 a TxDOT project. There will be no budget change but only inclusion of a new project.

Existing	Year 22 (2009) Activities	Proposed
$ 20,000.00	Public Services (Open Hands - Donna) (+10,000.00)	$ 30,000.00
$ 12,500.00	Youth Services (Caminos Del Rio) (-12,500.00)	$ 00.00
$ 00.00	Water/Sewer (Edcouch) (+12,500.00))	$ 12,500.00
$ 5,000.00	Senior Services (Senior Companion Program) (+11,000.00)	$ 16,000.00
$ 10,000.00	Youth Services (Weslaco B&G) (+46,640.00.)	$ 56,640.00
$ 00.00	Public Services (Weslaco Public Library) (+27,900.00)	$ 27,900.00
$ 00.00	Public Services (Vector Control) (+12,000.00)	$ 12,000.00
$ 00.00	Street Improvements (Donna) (+65,000.00)	$ 65,000.00
$ 00.00	Water/Sewer (Edcouch) (+88,187.08)	$ 88,187.08
$250,000.00	Parks, Rec. Fac. (Sunset/Sunrise Park)(+125,000.00)	$375,000.00
$757,322.00	Street Improvements (Pct. 1) (-385,727.08)	$371,594.92
$1,054,822.00	Totals:	$1,054,822.00

The proposed budget amendment will allocate additional monies to Open Hands (Donna), Senior Services (Weslaco & Donna), Youth Services (Weslaco B& G Club), Public Services (General- Weslaco Public Library)- funds will be utilized for the purchase of heavy duty thin client terminals with USB Drives, computer projector, and an electric screen. Public Services (General- purchase of Vector Control Equipment to be utilized for mosquito control within the Precinct No. 1 area). Water/Sewer Improvements for the City of Edcouch (Purchase of fire hydrants, meters and various upgrades to the water/sewer plants), Street Improvements for the City of Donna (reconstruction of 12th Street), Parks, Recreational Facility Improvements (Sunrise/Sunset park installation of Solar Lights. The amendment will Cancel out Street Improvements (Precinct No. 1 Barrera Street). The proposed amendment will also CANCEL Youth Services (Caminos del Rio) sub-recipient agreement documentation was not complied with by agency.

Accommodations for individuals with handicaps shall be provided upon request.

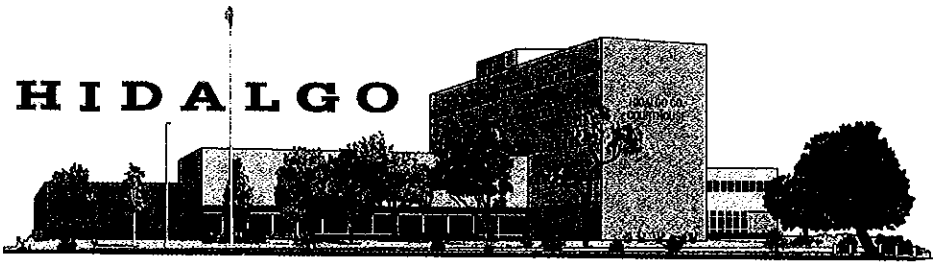
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.**

Written comments may be forwarded to:

Commissioner: Sylvia Handy
Hidalgo County Precinct No. 1
1902 Joe Stephens, Avenue
Weslaco, Texas 78596
(956)-968-8733

COUNTY of HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

December 8, 2009

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Budget Amendment

Dear Mrs. Garcia:

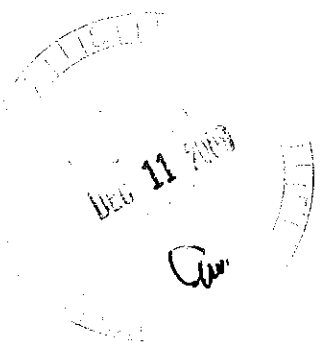
Hidalgo County Pct. #1 is requesting a budget amendment. The following proposed budget and program amendments are for your consideration:

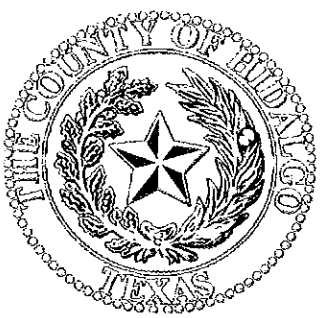
Existing	Year 17 (2004) Activities	Proposed
$ 5,080.75	Rio Delta Engineering (Street Imp.) (-5,080.75)	$ 0.00
$ 00.00	Water/Sewer Imp.(Edcouch) (+5,080.75)	$5,080.75
$762,402.75	**TOTALS:**	**$5,080.75**

The proposed amendment will **CLOSEOUT** the Rio Delta Engineering contract and the remaining funds will allow for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project.

Existing	Year 19 (2006) Activities	Proposed
$ 31,800.06	Water/Sewer Imp. (La Villa) (-31,800.06)	$ 0.00
$ 00.00	Water/Sewer Imp. (Edcouch) (+31,800.06)	$ 31,800.06
$ 31,800.06	**TOTALS:**	**$ 31,800.06**

The proposed amendment will **CANCEL** the Water/Sewer Improvement funds allocated to the City of La Villa to be transferred for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project.





Existing	Year 20 (2007) Activities	Proposed
$ 30,000.00	Water/Sewer Imp. (Pct. 1) (-30,000.00)	$ 0.00
$ 00.00	Water/Sewer Imp. (Edcouch) (+30,000.00)	$ 30,000.00
$ 30,000.00	**TOTALS:**	**$ 30,000.00**

The proposed amendment will **CANCEL** the Water/Sewer Improvement funds allocated to Pct. 1and funds to be transferred for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project.

Existing	Year 21 (2008) Activities	Proposed
$ 3,155.41	Parks, Recreational Facilities (PlayWell) (-3,155.41)	$ 0.00
$ 00.00	Water/Sewer Imp. (Edcouch) (+3,155.41)	$ 3,155.41
$256,283.92	Water/Sewer Imp. (Elsa) (-256,283.92)	$ 00.00
$ 00.00	Street Imp. (Elsa) (+256,283.92)	$256,283.92
$259,439.33	**TOTALS:**	**$259,439.33**

The proposed amendment will **CLOSEOUT** the PlayWell Group contract for Parks, Recreational Facilities for Pct. 1 and remaining funds to be transferred for the purchase of new water meters, fire hydrants and various upgrades to the City of Edcouch water/sewer system. There will be no budget change, only inclusion of new project. The proposed amendment will CANCEL the water/sewer improvement project for the City of Elsa and transfer the funds to the street improvement project for the expansion of FM 88. There will be no budget change, only inclusion of new project.

Existing	Year 22 (2008) Activities	Proposed
$ 20,000.00	Public Services (Open Hands - Donna) (+10,000.00)	$ 30,000.00
$ 12,500.00	Youth Services (Caminos Del Rio) (-12,500.00)	$ 00.00
$ 00.00	Water/Sewer (Edcouch) (+12,500.00))	$ 12,500.00
$ 5,000.00	Senior Services (Senior Companion Program) (+11,000.00)	$ 16,000.00
$ 10,000.00	Youth Services (Weslaco B&G) (+46,640.00.)	$ 56,640.00
$ 00.00	Public Services (Weslaco Public Library) (+27,900.00)	$ 27,900.00
$ 00.00	Public Services (Vector Control) (+12,000.00)	$ 12,000.00
$ 00.00	Street Improvements (Donna) (+65,000.00)	$ 65,000.00
$ 00.00	Water/Sewer (Edcouch) (+82,536.22)	$ 82,536.22
$250,000.00	Parks, Recreational Facilities (Sunrise/Sunset)(+125,000.00)	$375,000.00
$125,000.00	Street Improvements (Solar Lighting) (-125,000.00)	$ 0.00
$526,056.00	Street Improvements (Pct. 1) (-255,076.22)	$270,979.78
$948,556.00	Totals:	$948,556.00

The proposed budget amendment will allocate additional monies to Open Hands (Donna), Water/Waste Water Improvements for the City of Edcouch, Senior Services (Weslaco & Donna), Youth Services (Weslaco B&G), Public Services (Weslaco Public Library – Funds will be used for the purchase of (20) heavy-duty thin client terminals with USB drives, computer projector and an electric screen), Public Services (for purchase of Vector Control Equipment to be used for mosquito control in the Pct.1 area), Street Improvements (Donna – Reconstruction of 12th St.) , Parks, Recreational Facilities (Sunrise/Sunset – The purchase and installation of solar lights) and will transfer funds from Street Improvement Projects (Pct.1 – The cancelation of Barrera St.) . The proposed budget amendment will **CANCEL** Youth Services (Caminos Del Rio - because they were unable to meet the required documentation to qualify for funds) and transfer funds to the Water/Waste Water Project in the City of Edcouch (For the purchase of fire hydrants, meters and various upgrades to the water/sewer plant): add project description. The proposed budget amendment will **CANCEL** the Water/Waste Water Project in the City of Elsa (The City of Elsa will undertake the water/sewer improvements on their own with a grant from Texas Water Development Board) and CREATE a Street Improvement Project for the City of Elsa (The City of Elsa will be working with TXDOT in the FM 88 expansion).

Hidalgo County Pct. #1 is requesting budget amendment be placed on the December 22, 2009 Commissioner's Court Agenda for approval.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Dr. Lorie Ochoa
Chief Administrator
Hidalgo County Pct. #1

AI-19026 **17.D.**

Agreement extension - Women Together

CC REGULAR

Date:	12/22/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with Mujeres Unidas/Women Together-ESG Program YR 21- (2008) until April 30, 2010. Their agreement will terminate on Dec. 31, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County ESG Program-YR 21 (2008) until April 30, 2010. Mujeres Unidas/Women Together has requested an extension of the agreement until April 30, 2010 to be able to expend all the funds for YR 21 (2008). The two year contract with HUD for YR 21 ends on June 30, 2010. We recommend approval.

The grant awarded to Mujeres Unidas/Women Together in the amount of $186,564.00 will not change.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: agreement ext.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:53 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2009 08:59 AM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2009 01:34 PM

Final Approval Date: 12/18/2009

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

MUJERES UNIDAS/WOMEN TOGETHER, having been certified as a non-profit, has been allocated 2008 Emergency Shelter Grant funds (ESG). The non-profit shall carry out the following activities identified in its 2008 ESG Program Application:

MAINTENANCE & OPERATIONS/ESSENTIAL SERVICES

Mujeres Unidas/Women Together shall utilize the 2008 ESG funds for maintenance and operations of their four (4) centers; Emergency Shelter, Transitional Housing, Family Justice Center, and the McAllen Outreach Center. Their emergency shelter houses victims of domestic abuse and their children. The funds are used to maintain and operate the shelter; food, clothing, telephone, utilities, furniture, minor repairs, etc. They also receive funds under essential services to pay for the salaries of case workers/counselors to administer the program and provide client referrals. A total of $186,564.00 were awarded to Mujeres Unidas/Women Together as follows: $155,133.00 for maintenance and operations and $31,431.00 for essential services.

The contract for Mujeres Unidas/Women Together was approved beginning July 1, 2008 and ends Dec. 31, 2009. The contract for the subrecipients is for eighteen (18) months.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON DEC. 22, 2009.

County:	**Non-Profit**
Hidalgo County	**Mujeres Unidas/Women Together**
_____	_____
Name	Name
Title: Urban County Program Director	Title: Executive Director
Date: _____	Date: _____

Mujeres Unidas SHELTER **Women Together**

Phone: (956) 630-4878 Fax: (956) 687-4715

E-mail: womentog@swbell.net

511 N. Cynthia Street * McAllen, Texas 78501

December 8, 2009

Urban County Program
Ms. Diana Serna
Executive Director
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

At this time we are requesting an extension to expend Year 21 ESG funds. We are requesting an extension until April 30, 2010. Our current balance is $5,862 in Essential Services and $83,407.37 for Operation and Maintenance. I have listed below a projected expenditure schedule:

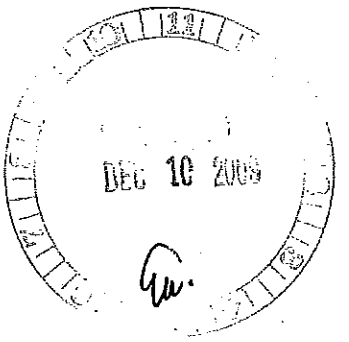
December	2009	$12,169.37
January	2010	$19,274.00
February	2010	$19,274.00
March	2010	$19,274.00
April	2010	$19,278.00
	Total	$89,269.37

Please let me know in regards to the extension and if you need additional information. Thank you, for your attention in this matter.

Sincerely Yours,

Estella De Anda

Cc: Ninfa Ozuna



AI-18983 **18.A.**

Request to pay invoices/claims-Pct 4
CC REGULAR

Date: 12/22/2009
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

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

Invoice #	Inv. Date	Amount
WO601938	8/10/2009	$ 336.52
WO601950	8/17/2009	289.99
WO601974	9/08/2009	63.92
WO601957	9/01/2009	689.41
WO601932	8/07/2009	535.72
WO601969	9/02/2009	381.63
WO601968	9/01/2009	276.52
WO602002	10/5/2009	3,644.38
WO601988	9/22/2009	2,185.40
WO602004	10/5/2009	42.23
WO602007	10/6/2009	576.34
WO601959	8/24/2009	429.24
TOTAL		$9,451.30

BACKGROUND

This invoices/claims were not covered under the preventative maintenance agreement for the two scraper haulers as per Romco representative.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-432
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 12/18/09 $5,352.77.
Funding pending approval of AI#19090 ($5,000) CC 12/22/09.

Attachments

Link: lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 11:02 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2009 01:32 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: TONI MATA Started On: 12/11/2009 03:11 PM

Final Approval Date: 12/18/2009

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601959	08/24/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO COUNTY PCT #4
1051 N. DOOLITTLERD

EDINBURG TX 78541

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT
BROKEN HYDRUALIC COUPLER

CAUSE
FOUND COUPLER BROKEN ON QUICK DISCONNECT.

CORRECTION
REMOVED AND REPLACED COUPLER AND ADDED REQUIRED HYDRAULIC FLUID NEEDED.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111631		E-20 PAN SCRAPER	Miscellaneous	E-20	21920	

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
1		FLUIDS	HYDRAULIC FLUID	7.24	72.40
1	MS	MS925875	COUPLER REPLACEMENT # 12 FBMALE	108.64	108.64
1		MISC SUPPLIES	Supplies/Hardware	10.20	10.20
2h		FL	Field Labor	80.00	160.00

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL

Parts	108.64
Labor	160.00

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	Misc.	160.60
	Freight	
	Discount	
	Tax	
Resale Cert. No. :	**TOTAL**	**429.24**

Oct 22 2009 9:31AM HP LASERJET FAX p.13

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601938	08/10/2009
Apply To	**Customer ID**	**PO**
	43204	JM GARCIA

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT
AMBER CENTRAL WARNING "CLOGGED INTERCOOLER"

CAUSE
DIRTY INTERCOOLER , A/C CONDENSOR AND RADIATOR.

CORRECTION
BLEW OUT A/C CONDENSOR, INTERCOOLER, RADIATOR, AND ENGINE COMPONENTS WERE VERY DIRTY.
TOP OFF HYDRAULIC OIL AND TRANSMISSION OIL. UNIT TESTED OKAY.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111993		T450D SCRAPER HAULER	Volvo	T450D	17016	1,064.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
2.58h		FL	Field Labor	80.00	206.40
1		FLUIDS	HYDRAULIC OIL	7.24	28.96
1		FLUIDS	TRANSMISSION OIL	9.00	18.00
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
1		MISC SUPPLIES	Supplies/Hardware	5.16	5.16

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL
Parts

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Labor	206.40
Misc.	130.12
Freight	
Discount	
Tax	
TOTAL	**336.52**

Resale Cert. No. :

Oct 22 2009 9:30AM HP LASERJET FAX p.3

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601950	08/17/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT
CUSTOMER CALLED AMBER WARNING

CAUSE
DIRTY FUEL FILTERS

CORRECTION
REMOVED AND INSTALLED NEW FUEL FILTERS AND TESTED UNIT OKAY.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111993		T450D SCRAPER HAULER	Volvo	T450D	17016	1,123.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
1	VM	VOE20976003	FUEL FILTER	22.03	22.03
1	VM	VOE11110683	PRIMARY FILTER	55.48	55.48
1.64h		FL	Field Labor	80.00	131.20
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
1		MISC SUPPLIES	Supplies/Hardware	3.28	3.28

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	77.51
Labor	131.20

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	Misc.	81.28
	Freight	
	Discount	
	Tax	
Resale Cert. No. :	**TOTAL**	**289.99**

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Oct 22 2009 9:30AM HP LASERJET FAX p.9

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601974	09/08/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT
AMBER CENTRAL WARNING ON I-ECU DISPLAY.

CAUSE
FOUND LOW OF HYDRUALIC OIL.

CORRECTION
ADDED REQUIRED HYDRAULIC FLUID LEVEL.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111993		T450D SCRAPER HAULER	Volvo	T450D	17016	1,190.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
0.50h		FL	Field Labor	80.00	40.00
1		FLUIDS-HYDRAULIC OIL	Hydraulic Oil - Chevron AW46	7.24	21.72
1		MISC SUPPLIES	Supplies/Hardware	2.20	2.20

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	
Labor	40.00
Misc.	23.92
Freight	

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OCT 22 2009 9:30AM HP LASERJET FAX p.4

Discount
Tax

Resale Cert. No. :

TOTAL 63.92

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Oct 22 2009 9:30AM HP LASERJET FAX p.5

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601657	02/24/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

OPERATOR COMPLAIN BURNT LAMPS, FUSES AND RELAYS.
BROKEN ROLLER PIN ON WELDMENT ON SCRAPER SN#21924.

CAUSE

FOUND THE LAMPS FROM SCPAPERS SHORTING THE LIGHT CIRCUIT OF THE HAULER.
FOUND DIRT BUILD UP (HARD CLAY) BINDING ON THE BOTTOM LEFT AND RIGHT CORNERSOF THE TRAVEL PATH OF BUCKET.

CORRECTION

INSTAL;LED NEW BULBS ON BURNT LAMPS ONE AT A TIME. CHECKED LIGHT FOR PROPER OPERATIONS OKAY. ON SCRAPER USE HAMMER AND CHISEL TO LOOSEN DIRT AND CLEAN AREA. RECHECKED OPERATION OF BUCKET CHECKED OKAY. DIRT WAS BINDING. CLEAN CRACKED ON REAR LH ROLLER PIN WELDMENT AND WELD CRACK. REINSTALLED REMOVED COMPONENTS. UNIT TESTED OKAY.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
112562		T450D SCRAPER HAULER	Volvo	T450D	17030	1,340.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
4	VM	VOE990037	BULB	16.46	65.84
4	VM	VOE20374662	RELAY	17.04	68.16
6	VM	VOE943903	BULB	9.03	54.18
6	VM	VOE967708 ✓	BULB	4.90	29.40
2	VM	VOE990037	BULB	16.46	32.92
6	VM	VOE967709	BULB	2.94	17.64
1		MISC SUPPLIES	Supplies/Hardware	16.07	16.07
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
4.09h		FL	Field Labor	80.00	327.20

Schedule Name **Amount**

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Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	268.14
Labor	327.20
Misc.	94.07
Freight	
Discount	
Tax	
TOTAL	**689.41**

Resale Cert. No. :

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ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601657	02/24/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

OPERATOR COMPLAIN BURNT LAMPS, FUSES AND RELAYS.
BROKEN ROLLER PIN ON WELDMENT ON SCRAPER SN#21924.

CAUSE

FOUND THE LAMPS FROM SCPAPERS SHORTING THE LIGHT CIRCUIT OF THE HAULER.
FOUND DIRT BUILD UP (HARD CLAY) BINDING ON THE BOTTOM LEFT AND RIGHT CORNERSOF THE TRAVEL PATH OF BUCKET.

CORRECTION

INSTAL;LED NEW BULBS ON BURNT LAMPS ONE AT A TIME. CHECKED LIGHT FOR PROPER OPERATIONS OKAY. ON SCRAPER USE HAMMER AND CHISEL TO LOOSEN DIRT AND CLEAN AREA. RECHECKED OPERATION OF BUCKET CHECKED OKAY. DIRT WAS BINDING. CLEAN CRACKED ON REAR LH ROLLER PIN WELDMENT AND WELD CRACK. REINSTALLED REMOVED COMPONENTS. UNIT TESTED OKAY.

(((((note))))))
Regarding the date on the work order is incorrect. i could not figure out how i entered that date, but our program is new and i have not been able to correct. Just confirm repairs date should be 09/01/09.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
112562		T450D SCRAPER HAULER	Volvo	T450D	17030	1,340.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
4	VM	VOE990037	BULB	16.46	65.84
4	VM	VOE20374662	RELAY	17.04	68.16
6	VM	VOE943903	BULB	9.03	54.18
6	VM	VOE967708	BULB	4.90	29.40
2	VM	VOE990037	BULB	16.46	32.92
6	VM	VOE967709	BULB	2.94	17.64
1		MISC SUPPLIES	Supplies/Hardware	16.07	16.07
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
4.09h		FL	Field Labor	80.00	327.20

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Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	268.14
Labor	327.20
Misc.	94.07
Freight	
Discount	
Tax	
TOTAL	**689.41**

Resale Cert. No. :

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601932	08/07/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT
WARNING CENTRAL AMBER ALERT. CLOGGED INTERCOOLER

CAUSE
THE ONLY THING FOUND WAS INTERCOOLER, A/C CONDENSOR AND RADIATOR DIRTY.

CORRECTION
BLEW OUT DUST FROM INTERCOOLER, CONDENSOR AND RADIATOR. TESTED ALARM AND IT STOPPED COMING ON.
NEXT DAY RECIEVED A CALL FOR OPERATOR AND MENTION ALARM COMING UP AGAIN.
DROVE TO JOBSITE FROM ANOTHER SERVICE CALL AND INSPECTED UNIT AND OPERATOR MENTION ALARM HAD STOPPED COMING ON. SINCE THEN IT HAS BEEN WORKING PROPERLY..

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
112562		T450D SCRAPER HAULER	Volvo	T450D	17030	1,191.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
5.42h		FL	Field Labor	80.00	433.60
1		MISC SUPPLIES	Supplies/Hardware	24.12	24.12
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL

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Parts	
Labor	433.60
Misc.	102.12
Freight	
Discount	
Tax	
TOTAL	**535.72**

Resale Cert. No. :

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ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601969	09/02/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

AMBER CENTRAL WARNING ON I-ECU DISPLAY AND ACCORDING TO OPERATOR(RAGUEL) WARNING IS FOR LOW ENGINE OIL LEVEL AND ENGINE IS ON DE-STROKE MODE. AND ASKED HIM OIL LEVEL WAS CORRECT HE SAID SYES.

CAUSE

FOUND HYDRAULIC OIL LEVEL LOW.

CORRECTION

DROVE TO JOBSITE AND CLIMBED THE INTO THE CAB AND FOUND THE WARNIG IS FOR THE LOW HYDRAULIC OIL LEVEL.
CHECKED AND ADDED REQUIRED HYDRAULIC FLUID NEEDED..
UNIT RELEASED FOR SERVICE.

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
112562		T450D SCRAPER HAULER	Volvo	T450D	17030	1,340.00

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
2.75h		FL	Field Labor	80.00	220.00
1		MISC SUPPLIES	Supplies/Hardware	14.30	14.30
1		ZONE 2-LIGHT-CON	Zone Charge***	147.33	147.33

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

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SUBTOTAL	
Parts	
Labor	220.00
Misc.	161.63
Freight	
Discount	
Tax	
TOTAL	**381.63**

Resale Cert. No. :

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ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park S:
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0601968	09/01/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

BROKEN PIN WELDMENT.

CAUSE

UPON CHECKING THE TRAVEL PATH OF BUCKET FOUND THE BUCKET BINDING ON THE BOTTOM LEFT AND RIGHT CORNERS DUE TO HARDEN CLAY DIRT BUILD UP. AND FOUND A CRACK ON THE WELD ON PIN WELDMENT.

CORRECTION

USE HAMMER AND CHISEL TO LOOSEN DRT TO CLEAN BUCKET TRAVEL PATH.
CLEAN CRACK ON REAR LH ROLLER PIN WELDMENT AND WELD CRACK.
REINSTALLED REMOVED COMPONENTS AND TESTED OUNIT FUCTION OPERATION OKAY.

PD-13 # 11030

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111460		E-20 PAN SCRAPER	Miscellaneous	E-20	21924	

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
2.33h		FL	Field Labor	80.00	186.40
1		MISC SUPPLIES	Supplies/Hardware	12.12	12.12

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL
Parts

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Labor	186.40
Misc.	90.12
Freight	
Discount	
Tax	
TOTAL	**276.52**

Resale Cert. No. :

Oct 22 2009 9:23AM HP LASERJET FAX p.7

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0602002	10/05/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

APRON DOOR AND EJECTOR FUNCTION NOT WORKING PROPERLY, BROKEN RETAINING BRACKETS ON RH STATIONARY DIRT SHIELD ASSEMBLY.

CAUSE

CORRECTION

APRON DOOR AND EJECTOR FUNCTION. DISCUSSED SITUATION WITH RICK SANDERS FROM (MISKIN) HE EXPLAINED IT COULD BE A SEQUENCE VALVE IS OUT OF ADJSUTMENT OR NEEDS TO BE REPACKED(O-RING).
REMOVED TAMPER CAPS ON SEQUENCE VALVES, MADE ADJSUTMENT ON APRON OPEN AND EJECTOR DUMP VALVES. TESTED AND PROBLEM STILL EXIST.
REMOVED VALVE AND INSPECTED AND FOUND PACKING DAMAGE.. RECEVED A SEQUENCE VALVE AND TESTED OKAY. CHECKED HYDRAULIC PRESSURE AND ARE WITH IN SPECS.
REMOVED RH STATIONARY DIRT SHIELD.STRAIGHTEN BENTS DIRT SHIELD AND ADJUSTED. ALIGN AND WELD TO SIDE FRAME.
WHILE DOING REPAIRS ASLO FOUND APRON DOOR BINDING. INSPECTED AND FOUND THE LH SIDE PANEL ON APRON DOOR RUBBING AGAINST THE SIDE PANEL OF BUCKET.
FOUND WELD CRAKCED ON FRONT LOWER AREA OF BUCKET SIDE PANEL.
CAUSING BUCKET SIDE PANEL TO BULGE OUTWARDS, CAUSING DOOR TO BIND.
DISCUSSED SITUATION WITH JIMMY. GO AHEAD AND REPAIR.
DISCONNECTED SCRAPER PAN FROM OTHERS SO HAULER WOULD BE HAULING DIRT WHILE IT WAS REPAIRED.
NEXT USED TORCH TO REMOVE OLD WELD FROM CRACKED AREA.CLEAN AREA.
HEATED THE BENT AREA ON SIDE PANEL AND USED PRY BARS TO STRAIGHTEN.
PREHEAT AREA WHERE BUCKET WILL BE WELDED.
WELD SEVERAL BEADS, CLEANING FLUX INBETWEEN WELDS. .
RECONNECTED SCRAPER HAULER TO HAULER AND OPERATED SCRAPER FUNCTION OKAY.

PDP #17030

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111460		E-20 PAN SCRAPER	Miscellaneous	E-20	21924	

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
42.71h		FL	Field Labor	80.00	3,416.80
1		MISC SUPPLIES	Supplies/Hardware	80.25	80.25
1		ZONE 2-LIGHT-CON	Zone Charge**	147.33	147.33

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Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	
Labor	3,416.80
Misc.	227.58
Freight	
Discount	
Tax	
TOTAL	**3,644.38**

Resale Cert. No. :

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ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

Invoice #	Order #	Date
	W0601988	09/22/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

CUSTOMER CALLED DAMAGED ROLLER BEARING/BENT MOUNTING FRAME.

CAUSE

FOUND ONE ROLLBEARING ON INJECTOR BAD, MOUNTING FRAME BENT TO ASIDE AND ROLLER WELDMENT WAS BENT.

CORRECTION

FIRST USED 2 TORCHES TO HEAT UP BENT AREA ON THE EJECTOR FRAME TO CHERRY RED.
THEN SLEDGE HAMMER BENT ARE TO STRIGHTEN OUT.
USE HAND GRINDER TO SMOOTH CONTACT SURFACE WHERE PIN FLANGE MOUNTS ON EJECTOR FRAME.
SMOOTHED OUT PIN BORE AREA WITH A ROUND STONE AND CLEAN BOLTS HOLES.
LUBRICATE NEW ROLLER PIN WELDMENT AND ROLLER. FIT IN PLACE, SECURE WITH BOLTS
SERVICE GREASE FITTINGS. MOVED EJECTOR FRAME FORWARD AND REVERSE AND INSPECTED EJECTOR FRAME AND APRAON DOOR LOOKED GOOD.
UNIT READY FOR USE.

17030 PD13

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111630		E-20 PAN SCRAPER	Miscellaneous	E-20	21919	

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
1	MS	MS71026010	ROLLER-EJECTOR	1,004.28	1,004.28
1	MS	MS71026009	ROLLER SHAFT	67.68	67.68
11.44h		FL	Field Labor	80.00	915.20
1		ZONE 2-LIGHT-CON	Zone Charge**	147.33	147.33
1		MISC SUPPLIES	Supplies/Hardware	50.91	50.91

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00

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Schedule Name	Amount
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	1,071.96
Labor	915.20
Misc.	198.24
Freight	
Discount	
Tax	
TOTAL	**2,185.40**

Resale Cert. No. :

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Oct 22 2009 9:23AM HP LASERJET FAX P.5

ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

Invoice #	Order #	Date
	W0602004	10/05/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

BENT HINGE BRACKETS ON APRON CYLINDER HOOD ASSEMBLY.

CAUSE

CORRECTION

REMOVE SAFETY CHAIN FROM HOOD AND REMOVE HOOD. STRAIGHTEN BEND SHEET METAL ON HOOD. CLEAN DIRT AROUND HINGES AND STRAIGHTEN. LUBRICATE HINGES AND REINSTALLED HOOD AND LATCH, WWITH SAFETY CHAIN.

PD13 - 17030

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111630		E-20 PAN SCRAPER	Miscellaneous	E-20	21919	

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
1		MISC SUPPLIES	Supplies/Hardware	2.23	2.23
0.50h		FL	Field Labor	80.00	40.00

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL	
Parts	
Labor	40.00
Misc.	2.23
Freight	

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	Discount	
	Tax	
Resale Cert. No. :	**TOTAL**	**42.23**

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ROMCO EQUIPMENT CO.

SERVICE ESTIMATE

312 Park St
Mercedes TX 78570
Phone 956-565-0100
Fax 956-565-1765

Invoice #	Order #	Date
	W0602007	10/06/2009
Apply To	**Customer ID**	**PO**
	43204	PENDING

Bill To:
HIDALGO COUNTY PCT. 4
1051 N. Doolittle Road

Edinburg TX 78542

Ship To:
HIDALGO CNTY PCT #4
CURVE RD & DILLION RD

EDINBURG TX 78539

Please Remit To:
ROMCO Equipment Co.
P.O. Box 841496
Dallas, TX 75284-1496
Phone (214) 819-4100
Fax (214) 819-4143

Taken By: Jaime Anzaldua Ship Via: FedEx

COMPLAINT

HYDRAULIC OIL LEAK
ORDER CALLED I BY JIMMY.

CAUSE

FOUND COUPLER BROKEN AND LEAKING OIL. ON THE MULTIFASTMNER COUPLER ASSEMBLY.

CORRECTION

REMOVED ANDF INSTALLED NEW COUPLER AND ADDED REQUIRED HYDRUALIC OIL NEEDED.

PD-13 #12030

Asset ID	Cust. Equip. No.	Description	Make	Model	Mfr. Serial No.	Meter
111631		E-20 PAN SCRAPER	Miscellaneous	E-20	21920	

PARTS/LABOR

Qty./Hours	Mfr.	Part#	Description	Unit Price	Amount
1	MS	MS925875	COUPLER REPLACEMENT # 12 FEMALE	108.64	108.64
1		FLUIDS-HYDRAULIC OIL	Hydraulic Oil - Chevron AW46	7.24	94.12
1		ZONE 1-LIGHT-CON	Zone Charge**	78.00	78.00
1		MISC SUPPLIES	Supplies/Hardware	15.58	15.58
3.50h		FL	Field Labor	80.00	280.00

Schedule Name	Amount
HIDALGO STATESTAX - 6.25	0.00
HIDALGO CNTSTAX - 0	0.00
HIDALGO CNTLCLSTAX - 0	0.00
HIDALGO CTYSTAX - 2	0.00
HIDALGO CTYLCLSTAX - 0	0.00

SUBTOTAL
Parts 108.64

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Labor	280.00
Misc.	187.70
Freight	
Discount	
Tax	
TOTAL	**576.34**

Resale Cert. No. :

Printed on 10/22/2009 At 9:04 AM

Oct 22 2009 9:23AM HP LASERJET FAX p.13

AI-19007 **18.B.**

Drainage Imp. Project Pct#4-Request for Title Reports, Appraisals and negotiation to acquire real estate

CC REGULAR

Date: 12/22/2009
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Request for consideration, discussion and authorization to proceed with, including, but not limited to the following: request for title reports, appraisals and approval to negotiate acquisition of:

1. Proposed Faysville Pumps Pond-0.52 Acre (Tract 1 & Tract 2) out of Lot 5, Block 44, Citrus Fruit Development Company's Subdivision.

BACKGROUND

Approval of this request will allow Pct#4 to acquire property for water detention pond. Funding for this agenda request form will be thru the Community Development Block Grant.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of this request will allow Pct#4 to acquire property for water detention pond. Funding for this agenda request form will be thru the Community Development Block Grant.

Attachments

Link: Lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 11:31 AM	APRV
1	Budget & Management	Erika Zamora	12/18/2009 11:31 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2009 01:35 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2009 01:35 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: TONI MATA Started On: 12/14/2009 02:23 PM

METES AND BOUNDS

PROJECT: HIDALGO COUNTY PRECINCT No.4 FAYSVILLE PUMPS POND
PARCEL: No.1

A 0.39 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 44, CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 430-431, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1621, PAGE 68, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 5 AND ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°03' E, 87.40 FEET (DEED RECORD: 86.00 FEET) FROM THE NORTHWEST CORNER OF LOT 5.

THENCE; S 81°03' E, ALONG THE NORTH LINE OF LOT 5 AND THE CENTERLINE OF A THIRTY FOOT COUNTY ROAD (NOT OPEN), A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°57' W, PASSING AT 15.00 FEET THE SOUTH RIGHT OF WAY LINE OF A THIRTY FOOT COUNTY ROAD (NOT OPEN), A TOTAL DISTANCE OF 136.56 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF THE EARL MCFARLAND TRACT (A 1.35 ACRE TRACT OUT OF LOT 5, BLOCK 44, CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 783678, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°03' W, ALONG THE NORTH LINE OF THE EARL MCFARLAND TRACT, A DISTANCE OF 110.54 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281 FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 03°15'30" W, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 136.48 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281 AND THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 00°05'48", RADIUS = 1,910.08 FEET), A DISTANCE OF 3.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.39 OF AN ACRE OF LAND MORE OR LESS.

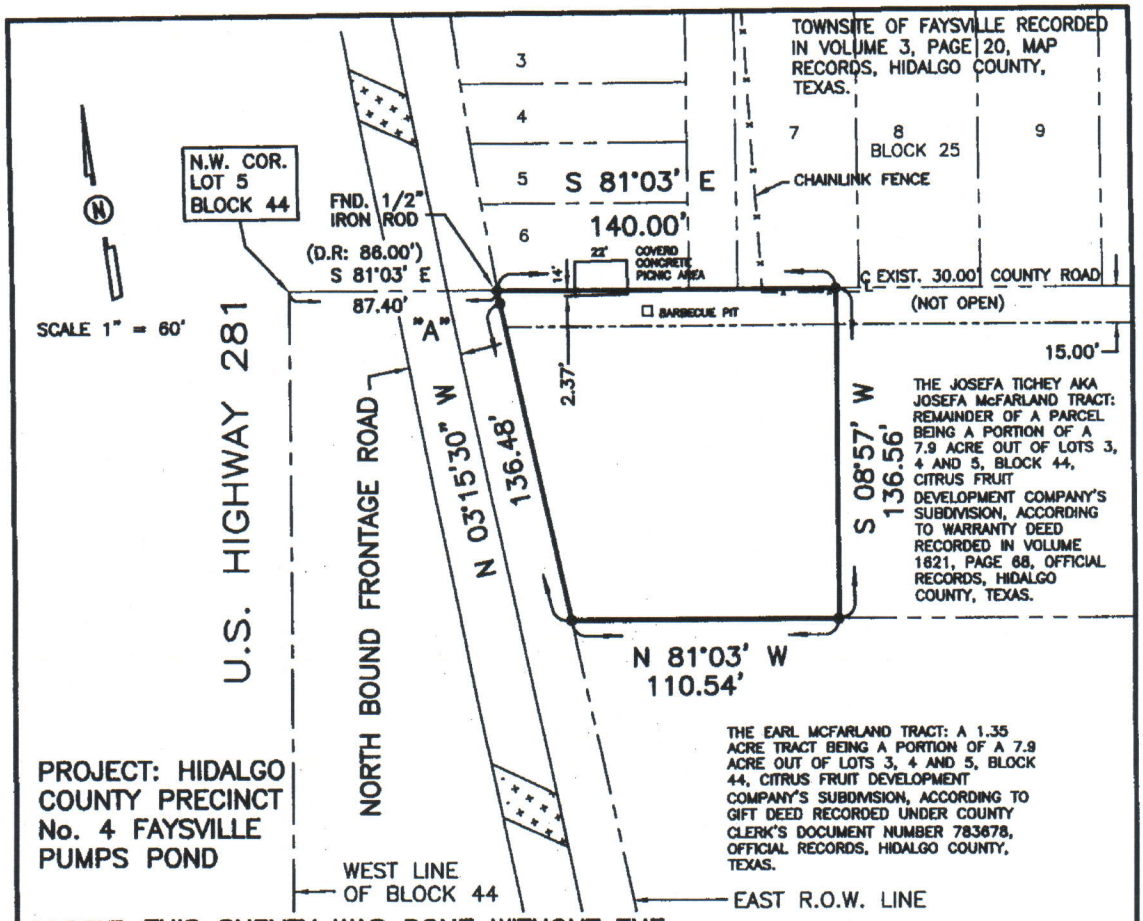
BEARINGS ARE IN ACCORDANCE WITH CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, RECORDED IN VOLUME 6, PAGES 430-431, DEED RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: December 14, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

CURVE	DELTA	RADIUS	LENGTH
"A"	00°05'48"	1910.08'	3.22'

TRACT No. 1 PLAT SHOWING

A 0.39 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 44, CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 430–431, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1621, PAGE 68, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH CITRUS FRUIT DEVELOPMENT COMPANY'S LAND RECORDED IN VOLUME 6, PAGES 430–431, DEED RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

0.39 ACRE GROSS
0.05 ACRE IN RD. R.O.W.
0.34 ACRE NET

FLOOD ZONE DESIGNATION: ZONE "X"
AREA OF 500–YEAR FLOOD, AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.

COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001 (LOMR)

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 6 PAGE 430–431 (D.R.)
SURVEYED DECEMBER 14, 2009
ADDRESS
OWNER
JOB No.
BOOK No. T–138 PAGE 31
F:\DATA\SUR09\CITRUS FRUIT DEVELOPMENT

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527

METES AND BOUNDS

PROJECT: HIDALGO COUNTY PRECINCT No.4 FAYSVILLE PUMPS POND
PARCEL: No.2

A 0.13 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 44, CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 430-431, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 783678, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF THE JOSEFA TICHEY TRACT (A PORTION OF A 7.9 ACRE TRACT OUT OF LOTS 3, 4 AND 5, BLOCK 44, CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1621, PAGE 68, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 81°03' E, 227.40 FEET AND S 08°57' W, 136.56 FEET FROM THE NORTHWEST CORNER OF LOT 5.

THENCE; S 08°57' W, A DISTANCE OF 53.23 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°03' W, A DISTANCE OF 99.03 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 03°15'30" W, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 54.46 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

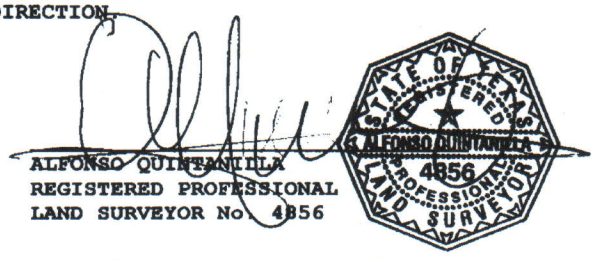
THENCE; S 81°03' E, A DISTANCE OF 110.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.13 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, RECORDED IN VOLUME 6, PAGES 430-431, DEED RECORDS, HIDALGO COUNTY, TEXAS.

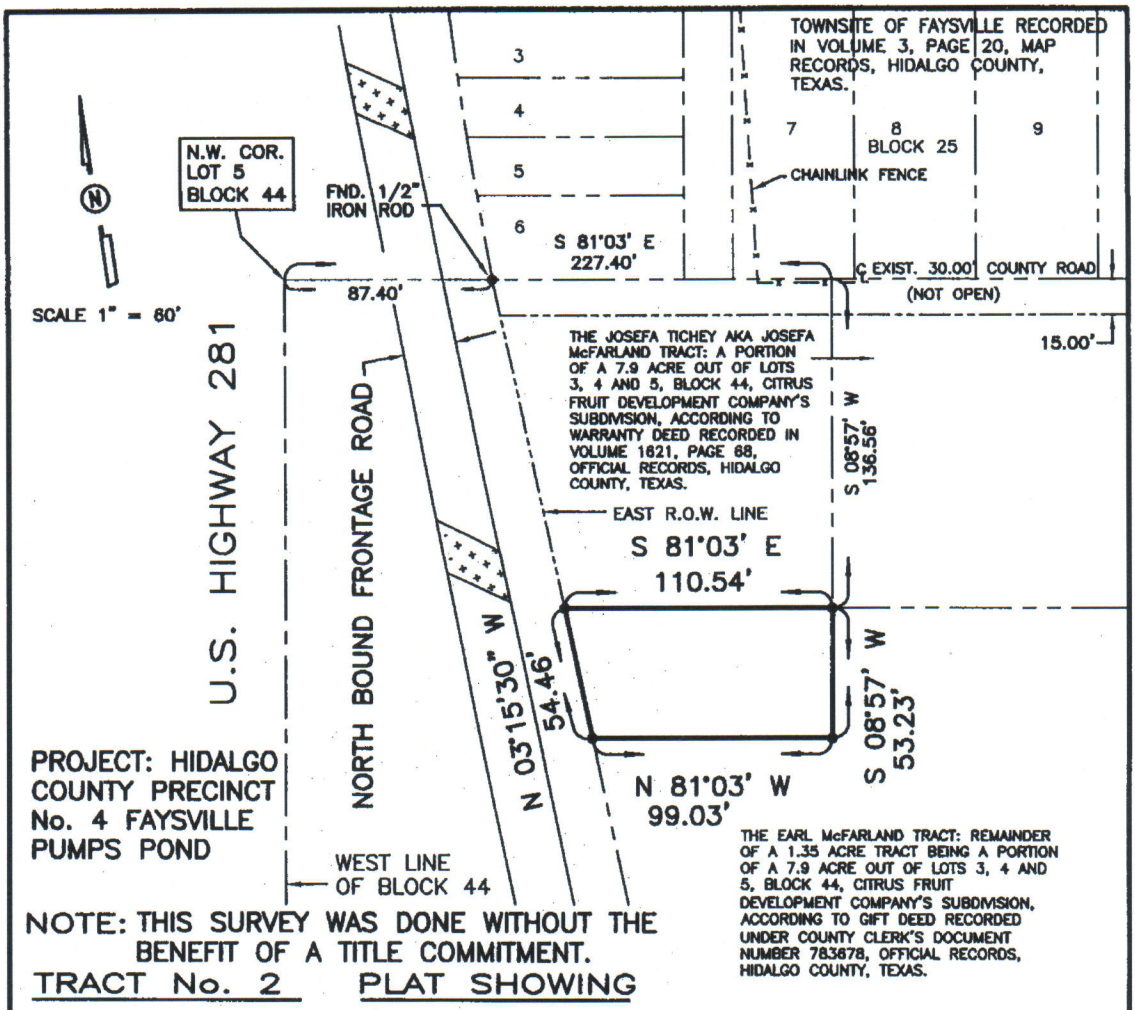
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: December 14, 2009



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



PROJECT: HIDALGO COUNTY PRECINCT No. 4 FAYSVILLE PUMPS POND

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

TRACT No. 2 PLAT SHOWING

A 0.13 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 44, CITRUS FRUIT DEVELOPMENT COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 430–431, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 783678, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH CITRUS FRUIT DEVELOPMENT COMPANY'S LAND RECORDED IN VOLUME 6, PAGES 430–431, DEED RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

FLOOD ZONE DESIGNATION: ZONE "X"
AREA OF 500–YEAR FLOOD, AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001 (LOMR)

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 6 PAGES 430–431 (D.R.)
SURVEYED DECEMBER 14, 2009
ADDRESS
OWNER
JOB No.
BOOK No. T–138 PAGE 31
F:\DATA\SUR09\CITRUS FRUIT DEVELOPMENT

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527

AI-19110 **19.A.**

Updates: Fund Balance & Hurricane Dolly
CC REGULAR

Date:	12/22/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Update on projected General Fund - Unreserved Fund Balance for Year Ending December 31, 2009.

2. Update on expenditures and reimbursements for Hurricane Dolly.

BACKGROUND

Presentation Only

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	12/18/2009 03:39 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 03:49 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW
Form Started By: Sergio Cruz			Started On: 12/18/2009 03:26 PM	
Final Approval Date: 12/18/2009				

AI-19106 **19.B.1.**

Deobligation of funds for FY 2009 Anzalduas Park Boat Ramp (1287)
CC REGULAR

Date:	12/22/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Anzalduas Park Boat Ramp (1287):
Approval to deobligate funds from the Anzalduas Park Boat Ramp grant for FY 2009 (fund 1287) in the amount of $1,057.87.

BACKGROUND

The cash match funds will be transferred back into Parks Pct. 3 fund balance, pending CC approval.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1287-452-00-123-043-9-739

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

BUDGETARY IMPACT:

Funds available to deobligate as of 12/18/09 is $2,407.73.

Deobligation of funds in the amount of $1,057.87 from fund 1287 Anzalduas Park Boat Ramp and appropriation into Parks Pct. 3 fund balance (1213).

Attachments

Link: Anzalduas Park Boat Ramp Deobligation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/18/2009 02:13 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 03:07 PM	APRV
3	Perla Lopez	Perla Lopez	12/18/2009 03:47 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Ivan Cantu Started On: 12/18/2009 01:45 PM

Final Approval Date: 12/18/2009

DATE: December 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Anzalduas Park Boat Ramp Grant

2009
Interfund Transfer

ACCOUNT NUMBER: **9-1XXX-X91-01-000-X0X-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1213-491-01-000-287-9-	891	Transfers Out-	Desig Purp Lvl 7	(1,057.87)
9-1287-391-01-000-213-9-	000	Transfers In-	Parks Pct. 3	(1,057.87)
9-1287-452-00-123-043-9-	739	Anzalduas Park Boat Ramp-	Other Structures	(1,057.87)
			TOTAL BUDGET INCREASE (DECREASE)	**(1,057.87)**

REASON: To deobligate funds for the FY 2009 Anzalduas Park Boat Ramp Grant. Cash match funds will be transferred back into the Parks Pct. 3 fund balance.

DEPARTMENT HEAD SIGNATURE

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

AI-19107 **19.B.2.**

Deobligaton of funds for the Public Defender FY 2009 Grant (1282)
CC REGULAR

Date:	12/22/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Public Defender (1282):
Approval to deobligate cash match funds from the Public Defender grant for FY 2009 (fund 1282) and appropriate into Countywide Adminstration-Contingency (fund 1100) in the amount of $3.18.

BACKGROUND

The Public Defender grant for FY 2009 has expired. G/F cash match funds will be transferred into Countywide Administration Contingency, pending CC approval.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-X91-01-000-X0X-0-XXX

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

BUDGETARY IMPACT:

Deobligation of remaining General Fund cash match funds from the Public Defender grant, 1282 and appropriation into Co. Wide-Contingency, acct no. 9-1100-415-00-115-002-0-899.

Attachments

Link: interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/18/2009 02:29 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 03:07 PM	APRV
3	Sylvia Solis	Sylvia Solis	12/18/2009 04:10 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Ivan Cantu Started On: 12/18/2009 01:57 PM

Final Approval Date: 12/18/2009

DATE: December 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Public Defender Grant

ACCOUNT NUMBER: 9-1XXX-X91-01-000-X0X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

2009
Interfund Transfer

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-00-115-002-0-	899	Co. Wide Adm.-	Contingency	3.18
9-1100-491-01-000-282-9-	891	Transfers Out-	Desig Purp Lvl 2	(3.18)
9-1282-391-01-000-100-9-	000	Transfers In-	General Fund	(3.18)
9-1282-412-30-085-001-9-	212	Public Defender-	Life Insurance	(3.18)
		TOTAL BUDGET INCREASE (DECREASE)		**3.18**

REASON: To deobligate G/F cash match funds from the Public Defender FY 2009 and appropriate into Co. Wide Adminstration Contingency

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-19109 **19.B.3.**

FY 2009 COPS Universal Hiring 15 Grant - Deobligation of funds

CC REGULAR

Date:	12/22/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

COPS Universal Hiring 15 (1284):
Approval to de-obligate cash match funds from the COPS Universal Hiring 15 grant for FY 2009 (fund 1284) and appropriate into Countywide Administration-Contingency (fund 1100) in the amount of $21,161.32.

BACKGROUND

The COPS Universal Hiring 15 grant for FY 2009 has expired. G/F cash match funds will be transferred into Countywide Administration Contingency, pending CC Approval.

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Deobligation of funds in the amount of $21,161.32 from fund 1284 COPS Universal Hiring 15 grant and appropriation into Co. Wide Adm. - Contingency (1100).

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 03:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/18/2009 03:59 PM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Erika Zamora — Started On: 12/18/2009 02:50 PM

Final Approval Date: 12/18/2009

DATE: December 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for COPS Universal Hiring 15

2009
Interfund Transfer

ACCOUNT NUMBER: **9-1100-415-00-115-002-0-899**

CONTACT PERSON: Erika Zamora **PHONE:** 292-7025 ext. 5416

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	Co. Wide Adm - Contingency	21,161.32
9-1100-491-01-000-284-5- 891	**Transfers Out-Desig Purp Lvl 4**	**(21,161.32)**
TO		
9-1284-391-01-000-100-5- 000	**Transfer In- General Fund**	**(21,161.32)**
9-1284-421-00-280-022-5- 260	COPS Universal Hiring 15 - Workers Comp	(21,161.32)
	TOTAL BUDGET INCREASE (DECREASE)	**21,161.32**

REASON: To deobligate unused cash match funds from COPS Universal Hiring 15 grant Fund 1284 for FY 2009 in the amount of $21,161.32 and appropriate into COUNTY WIDE ADM account.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19051 **19.C.1.**

Approval to delete one (1) Laborer position and create one (1) Assistant Director of Construction

CC REGULAR

Date:	12/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct. No. 3
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #3 Drainage Improvement Proj. (1203):
a. Approval to delete one (1) regular full time Laborer Drainage/ Construction position, slot no. 010, budgeted salary $24,880.00 per year.
b. Approval to create one (1) regular full time Assistant Director of Construction position, slot no. 014, budgeted salary $48,000.00 per year.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 20009 **ACCT. #:** 9-1203-431-00-123-049-0-XXX

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

BUDGETARY IMPACT:

FUNDING ON REIMBURSEMENT BASIS FROM C.O.'S, 2009. rc

Attachments

Link: job descriptions

Link: Revised salary schedule

Link: PAR's

Link: FISCAL NOTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 04:50 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/18/2009 08:11 AM	APRV
3	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Rosie Cantu Started On: 12/16/2009 02:41 PM

Final Approval Date: 12/18/2009

HIDALGO COUNTY

Job Title: Laborer – Drainage/Construction **FLSA: Non-Exempt**

Dept No: 123 **Civil Service: Non-Exempt**

SUMMARY:
Employee will perform basic clean up and maintenance of Hidalgo County.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Perform maintenance duties as directed.
- Trimming; mowing grass and brush along drain ditch and guard rails.
- Mending fences.
- Central burning, installing drain pipes.
- Upkeep yard at shop.
- To perform this job successfully, and individual must be able to perform each essential duty satisfactorily.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:
- High school diploma or GED preferred.
- Bilingual preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment.
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing.
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY

Drainage Improvement Project

Job Title:	**Assistant Director Of Construction**	**FLSA Status:**	**Non-Exempt**
Dept No:	123	**Civil Service Status:**	**Exempt**

SUMMARY:
Under the supervision of the Director of Construction or other designated supervisor, the Assistant Director of Construction is responsible for helping the director in overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects. The Assistant Director also supervises crew members and participates in the maintenance, repair or reconstruction of assigned drainage projects.

The position of the Assistant Director Of Construction is appointed by and serves at the will of the County Commissioner.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the director in scheduling and coordinating drainage maintenance and construction projects.
- Assists the director in activities relating to construction, repairing, and/or replacing storm and water drainage systems.
- Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems.
- Assists the director in estimating costs and recommendations modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations.
- Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
- Inspects drainage construction projects in progress to ensure compliance with plans and specifications.
- Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities.
- Supervises clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
- Performs other related duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties functions.

EDUCATION and/or EXPERIENCE

- A two (2) year associate degree from an accredited university or college in construction management or related field and;
- Two (2) ears experience in the planning, design, and maintenance of drainage system is desired.
- Experience and education may be substituted for one another.
- Substantial experience can be substituted for the required college education.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects.
- Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public.
- Skill in designing water, sanitary sewer, and drainage improvement projects.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1203-431-00-123-049-0

AI - 19051

PCT. 3 DRAINAGE IMPROVEMENT PROJ

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS	65,000.00	0.00	65,000.00	0.05	3,250.00	0.00	68,250.00	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00
0002	113	BACKHOE/ HEAVY EQUIPMENT OPERATOR	31,086.00	0.00	31,086.00	0.05	1,554.00	0.00	32,640.00	32,640.00	0.00	0.00	0.00	0.00	0.00	32,640.00
0003	113	LOADER/ HEAVY EQUIPMENT OPERATOR	31,086.00	0.00	31,086.00	0.05	1,554.00	0.00	32,640.00	32,640.00	0.00	0.00	0.00	0.00	0.00	32,640.00
0004	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	0.00	31,086.00	0.05	1,554.00	0.00	32,640.00	32,640.00	0.00	0.00	0.00	0.00	0.00	32,640.00
0005	113	BULLDOZER/ HEAVY EQUIPMENT OPERATOR	31,086.00	0.00	31,086.00	0.05	1,554.00	0.00	32,640.00	32,640.00	0.00	0.00	0.00	0.00	0.00	32,640.00
0006	113	TRUCK DRIVER III	27,756.00	0.00	27,756.00	0.05	1,387.80	612.20	29,756.00	29,756.00	0.00	0.00	0.00	0.00	0.00	29,756.00
0007	113	TRUCK DRIVER III	27,756.00	0.00	27,756.00	0.05	1,388.00	612.00	29,756.00	29,756.00	0.00	0.00	0.00	0.00	0.00	29,756.00
0008	113	TRUCK DRIVER III	27,756.00	0.00	27,756.00	0.05	1,388.00	612.00	29,756.00	29,756.00	0.00	0.00	0.00	0.00	0.00	29,756.00
0009	113	EXCAVATOR/ HEAVY EQUIPMENT OPERATOR	38,500.00	0.00	38,500.00	0.05	1,925.00	0.00	40,425.00	40,425.00	0.00	0.00	0.00	0.00	0.00	40,425.00
		DELETED POSITION														
~~0010~~	~~113~~	~~LABORER- DRAINAGE/ CONSTRUCTION~~	~~22,880.00~~	~~0.00~~	~~22,880.00~~	~~0.05~~	~~1,144.00~~	~~856.00~~	~~24,880.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0011	113	LABORER- DRAINAGE/ CONSTRUCTION	22,880.00	0.00	22,880.00	0.05	1,144.00	856.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0012	113	PIPE LAYER/ FITTER	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0013	113	PIPE LAYER/ FITTER	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
		PROPOSED POSITION														
0014	**113**	**ASSISTANT DIRECTOR OF CONSTRUCTION**	**0.00**	**48,000.00**	**48,000.00**	**0**	**0.00**	**0.00**	**48,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		Total	383,992.00	48,000.00	431,992.00		19,198.80	4,192.20	455,383.00	407,383.00	0.00	0.00	0.00	0.00	0.00	407,383.00

1. Approval to delete one (1) regular full time Laborer position, slot no. 010, budgeted salary $24,880.00 per year.
2. Approval to create one (1) regular full time Assistant Director of Construction position, slot no. 014, budgeted salary 48,000.00 per year.

ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123
Drainage Improvement Project

DATE: Enter Date
December 15, 2009

CURRENT POSITION TITLE: Enter position Title
Laborer-Drainage/Construction

CURRENT SLOT. #: Enter current
0010

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ■ Other **DELETE**

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 24880.00 (Current Budgeted Salary) PC $ -0- (Proposed Budgeted Salary) $ (24,880.00) (Net Change)

Position to be funded from one of the following:

■ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other _

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		**FLSA:**	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

Employee will perform basic clean up and maintenance of Hidalgo County.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-15-09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/16/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123
Drainage Improvement Project

DATE: Enter Date
December 14, 2009

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current
0014

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Assistant Director of Construction

REQUEST FOR:

■ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- Current Budgeted Salary $ $48,000.00 Proposed Budgeted Salary PC $ 48,000.00 Net Change

Position to be funded from one of the following:

■ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Reimbursement from C.O.'s 2009 PC

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt [✓]

Non-Exempt [X] PC

FLSA:

Exempt [ ]

Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Responsible for helping the director in overseeing and managing.

NEW POSITION: Brief job description and attach a copy of the new job description.

Assist the director in scheduling and coordinating drainage maintenance. Oversees the repairing and cleaning of drainage wells.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-15-2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/16/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 19051
REVISED
12/21/09

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 22, 2009

Summary of request/proposal:

The Commissioner Precinct No. 3 Office is requesting approval to delete one (1) regular full time Laborer position, slot no. 010, budgeted salary $24,880.00 per year and approval to create one (1) regular full time Assistant Director of Construction position, slot no. 014, budgeted salary 48,000.00 per year for the Drainage Improvement Project.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Budgeted Salary Requested	Total Requested
1203	Laborer	0010	113	24,880.00	0.00	(24,880.00)
1203	Assistant Director of Construction	0014	113	0.00	48,000.00	48,000.00
				24,880.00	48,000.00	23,120.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1203-431-00-123-049-0- 113	PCT3 DRAIN IMPRV PRJ- REG F/T EMPLOYEES	$708.66
9-1203-431-00-123-049-0- 211	PCT3 DRAIN IMPRV PRJ- HEALTH INSURANCE	-
9-1203-431-00-123-049-0- 212	PCT3 DRAIN IMPRV PRJ- LIFE INSURANCE	-
9-1203-431-00-123-049-0- 220	PCT3 DRAIN IMPRV PRJ- FICA	$54.21
9-1203-431-00-123-049-0- 230	PCT3 DRAIN IMPRV PRJ- RETIREMENT	$63.92
9-1203-431-00-123-049-0- 250	PCT3 DRAIN IMPRV PRJ- UNEMPLOYMENT COMP	$3.54
9-1203-431-00-123-049-0- 260	PCT3 DRAIN IMPRV PRJ- WORKER'S COMP	-
	2009 Budgetary Impact	$830.33

2010 Budgetary Impact: $27,089.70

Possible Funding Sources: INSUFFICIENT FUNDS.

Budget Office Recommendation:

Hidalgo Co. Budget Office

AI-19099 **19.C.2.**

New position request: regular full time Deputy Clerk position

CC REGULAR

Date:	12/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	County Clerk's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Co Clerks Record Archive (1100):
a. Approval to create one (1) regular full-time Deputy Clerk position, slot # 0009, budgeted salary $27,000.00 per year.
b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-002-0-XXX

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Lapse funding available

Attachments

Link: job description

Link: PAR

Link: Revised salary schedule

Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/18/2009 04:01 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 04:03 PM	APRV
3	Sylvia Solis	Sylvia Solis	12/18/2009 04:30 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Rosie Cantu Started On: 12/18/2009 11:53 AM

Final Approval Date: 12/18/2009

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title:	Deputy Clerk – 1 Full Time	FSLA Status:	Non-Exempt
Department: 180		Civil Service Status:	Non-Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and deputy Clerks are expected to adjust to any changes implemented.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to type correspondence and other documents and materials using a typewriter and/or processing software.
- Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents.
- Ability to assist the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail.
- Proofreads records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
- Must be able to accept and follow written and/or oral instructions.
- Must be willing and able to follow all Civil Service rules.
- Regular and timely attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential function duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with typing courses, plus a minimum of one (1) year of responsible clerical work experience, preferably with governmental entity; OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to fill out reports and answer routing correspondence. Ability to speak effectively to the public.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is requires to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty- five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY CLERK- RECORD ARCHIVE **DATE:** 12/18/09

CURRENT POSITION TITLE: - **CURRENT SLOT. #:** 009

REQUESTED POSITION TITLE: DEPUTY CLERK
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 27,000.00 (Proposed Budgeted Salary) $ 27,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other FUND BALANCE (FUND 1100)- RECORD ARCHIVE ACCT

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

ADDITIONAL STAFFING NEEDED FOR SCANNING AND FILING RECORDS

NEW POSITION: Brief job description and attach a copy of the new job description.

PERFROM A VARIETY OF CLERICAL FUNCTIONS - DATA ENTRY, SCANNING FILING, ETC.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/18/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/18/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-415-40-180-002-0

AI · 19099

CO. CLERK - RECORD ARCHIVE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DEPUTY CLERK	0.00	27,000.00	27,000.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0002	113	DEPUTY CLERK	0.00	27,000.00	27,000.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
T003	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T004	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0006	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0007	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0008	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
T009	121	DEPUTY CLERK	0.00	20,800.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
		NEW PROPOSED POSITION ↓ ↓														
0009	**113**	**DEPUTY CLERK**	**0.00**	**27,000.00**	**27,000.00**	**0**	**0.00**	**0.00**	**27,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			141,600.00	101,800.00	243,400.00		5,000.00	3,000.00	251,400.00	182,800.00	0.00	0.00	0.00	0.00	0.00	182,800.00

Approval to create one (1) regular full-time Deputy Clerk position, slot #0009, budgeted salary $27,000.00 per year. Personnel action pending CC approval.

Hidalgo County

Department of Budget & Management

FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Dat Tuesday, December 22, 2009 **Agenda Item:** 19099

Summary of request/proposal:

The County Clerk's Office is requesting approval to create one (1) regular full-time Deputy Clerk position, slot #0009, budgeted salary $27,000.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Adjustment Requested
1100	DEPUTY CLERK	0009	113	$0.00	$27,000.00	$27,000.00
				0.00	$27,000.00	$27,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-40-180-002-0-	113	CO. CLERK REC ARCHIVE-	REG F/T EMPLOYEES	$827.59
9-1100-415-40-180-002-0-	211	CO. CLERK REC ARCHIVE-	HEALTH INSURANCE	$127.63
9-1100-415-40-180-002-0-	212	CO. CLERK REC ARCHIVE-	LIFE INSURANCE	$0.83
9-1100-415-40-180-002-0-	220	CO. CLERK REC ARCHIVE-	FICA	$63.31
9-1100-415-40-180-002-0-	230	CO. CLERK REC ARCHIVE-	RETIREMENT	$74.65
9-1100-415-40-180-002-0-	250	CO. CLERK REC ARCHIVE-	UNEMPLOYMENT COMP	$4.14
9-1100-415-40-180-002-0-	260	CO. CLERK REC ARCHIVE-	WORKER'S COMP	$0.00
			2009 Budgetary Impact:	$1,098.15

2010 Budgetary Impact: $35,961.90

Possible Funding Sources: **WITHIN DEPT BUDGET/ LAPSED FUNDING**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-19080 **20.A.4.**

Acceptance of Rebate Check from BuyBoard

CC REGULAR

Date: 12/22/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Acceptance of rebate check in the amount of $45,164.32 from the BuyBoard Cooperative Purchasing Program as a result of Hidalgo County's membership and participation The Local Government Purchasing Cooperative for fiscal year 2008-2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** N/A

BUDGETARY IMPACT:

GEN FUND- MISCELLANEOUS REVENUE ACCT.# 9-1100-360-00-000-000-0-000 Rebate check results in a positive fiscal impact to County. Check not yet receipted as of 12/18/09. As per Nielda Cavazos, check held by County Treasurer's pending CC approval. rc

Attachments

Link: BuyBoard

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/17/2009 04:22 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 12:06 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Marty Salazar Started On: 12/17/2009 03:30 PM

Final Approval Date: 12/18/2009

BuyBoard®
Cooperative Purchasing

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

December 7, 2009

RECEIVED
DEC 17 2009
By 1.3:09m

Dear BuyBoard member:

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has grown tremendously over the last few years. The purchasing volume exceeded $500 million for the 2008–09 fiscal year, and membership has grown to over 3,000 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of $2.2 million to be rebated to 1,052 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2008–09 fiscal year.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

Todd Pearson

Todd Pearson
Chairman
The Local Government Purchasing Cooperative

The Local Government Purchasing Cooperative
P.O. BOX 400
AUSTIN, TX 78767-0400
(800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
Controlled Disbursement

88-88/1113

00005773
12/07/2009

120709_112027 00000779

Vendor No: **108275**

PAY: FORTY-FIVE THOUSAND ONE HUNDRED SIXTY-FOUR AND 32/100 DOLLARS

******$45,164.32**

VOID IF NOT CASHED IN 90 DAYS

TO THE ORDER OF:

HIDALGO COUNTY
100 E CANO 4TH FLR
EDINBURGH, TX 78539

VOID OVER $45,164.32

⑈00005773⑈ ⑆111300880⑆ 734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
P.O. BOX 400
AUSTIN, TX 78767-0400
(800) 695-2919

Net Amount: **>>>>>>$45,164.32**
Payee Name: **HIDALGO COUNTY**

00005773
12/07/2009

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
111909	11/19/2009	08/09 Annual Coop Rebate	45,164.32		45,164.32
TOTAL			45,164.32		45,164.32

DETACH STATEMENT BEFORE DEPOSITING

AI-19063 **20.A.5.**

Request for FedEx/Kinko's Commercial Account

CC REGULAR

Date:	12/22/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Pursuant to Hidalgo County approved and implemented commercial account policies and procedures, consideration and approval of FedEx/Kinko's Commercial Account (through Hidalgo County's membership/participation with TXMAS Purchasing Program for printing services) request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

a. Elections
b. Precinct No. 2
c. Planning Department

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: fedex/kinkos

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2009 11:54 AM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 01:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 04:14 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 12/16/2009 04:04 PM

Final Approval Date: 12/18/2009

Customer Support

FedEx Kinko's
Office and Print Services

Participation Agreement

Please read this agreement carefully before continuing with the FedEx Kinko's Charge Card or National Discount Card application form. Clicking "I accept" below and continuing with the registration process indicates your acceptance of this agreement. If you do not agree with this agreement, stop the registration process now.

By and through this Participation Agreement (the "Agreement"), you ("Participant") desire to utilize and purchase certain services and products from FedEx Kinko's Office and Print Services, Inc. ("FedEx Kinko's"), with principal offices located at 13155 Noel Road, Suite 1600, Dallas, Texas 75240, that are available through its retail outlets ("FedEx Kinko's Office and Print Centers"). _____ ("Customer") has executed a binding agreement (the "Corporate Account Program Agreement" or "CAP") with FedEx Kinko's, whereby FedEx Kinko's has agreed to provide Participant discounted pricing, subject to the terms and conditions of the CAP, which entitles Participant to certain discounts for such services and products at participating FedEx Kinko's Office and Print Centers. In consideration of the above, Participant agrees as follows:

1. **COPYRIGHT LICENSE.** Participant authorizes and licenses to FedEx Kinko's and FedEx Kinko's authorized users to reproduce Participant's copyrighted and/or trademark protected materials provided by Participant at FedEx Kinko's Office and Print Centers during the term of this Agreement. In no event will Participant hold FedEx Kinko's liable for copying such protected materials requested by Participant's authorized representatives.
2. **CONFIDENTIALITY.** Participant agrees that FedEx Kinko's uses commercially reasonable efforts to prevent unauthorized release of Participant's confidential information.
3. **PARTICIPANT'S OBLIGATIONS.**Participants will identify themselves as Participants under the "Customer"Corporate Account Program Agreement with each request for the product or services to receive the applicable discount and credit. Participants must provide their FedEx Kinko's discount number or CAS account number associated with the "Customer"Corporate Account Program Agreement to receive discounted pricing. Participant agrees to be bound by the terms of this agreement and understands that the discount offered under this Agreement cannot be used in combination with other coupons, special offers or discounts. Participant acknowledges that Participant is solely responsible for Participant's obligations under this Agreement, including without limitation, payment for services, all indemnities, representations and warranties. Participant hereby indemnifies and holds harmless the Customer from and against all acts or omissions of Participant.
4. **NON-INFRINGEMENT WARRANTY.** Participant represents that it will not present to FedEx Kinko's any order, which involves the reproduction of materials protected under copyright, patent and/or trademark law unless Participant owns such rights, is an authorized agent of the owner of such rights or has permission to reproduce the materials. Participant will indemnify FedEx Kinko's for all liability, damages, costs and fees FedEx Kinko's incurs (including attorney's fees) for any breach of the above representation or warranty.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) ARISING UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **TERMINATION.** By execution of this Agreement Participant agrees to be bound by these terms and conditions. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the other party. This Agreement automatically terminates upon termination of the Corporate Account Program Agreement.
7. **GENERAL.** This Agreement is subject to the laws of the State of Texas. Section 4 shall survive the termination of this Agreement.

* Participation Code:		Alpha/Numeric code received through company or mail
* Participant's Company Name:		What is your company or business name?
* Company Name:		What company contracted with FedEx Kinko's?
Company Affiliation:		What is your affiliation with contracted company?
* Participant's First Name:		What is your first name?
* Participant's Last Name:		What is your last name?
* Business Email address:		What is your business email address?
* Business Phone Number:		What is your business phone number?

I Agree

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Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

FEDEX KINKO'S OFFICE AND PRINT SERVICES
Contract TXMAS-5-36020

On-Line Catalog/Order Processing

THE OFFICE, IMAGING AND DOCUMENT SOLUTION

Corporate Office:
FEDEX KINKO'S OFFICE AND PRINT SERVICES
13155 NOEL ROAD, SUITE 1600
DALLAS TX 75240
USA

Send PO to:
FEDEX KINKO'S
DENISE KOELLING
13155 NOEL ROAD, SUITE 1600
DALLAS TX 75240
USA
Vendor ID: 17704333305

Invoice From:
FEDEX KINKO'S
2301 WEST PLANO PARKWAY, SUITE 100
PLANO TX 75075
USA
Vendor ID:

CONTACT: DEBRA MUNIZ
Phone 512-744-8459
DEBRA.MUNIZ@FEDEX.COM

Delivery:	1 - 10 DAYS
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	FEDEX KINKO'S OFFICE AND PRINT SERVICES P O BOX 672085 DALLAS TX 75267-2085 USA Vendor ID:
Vendor ID:	17704333305
Business Type:	Large
DUNS #:	161152996
Effective:	1/14/2005
Expires:	10/13/2013

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 1/14/2005 through 10/14/2008 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-25F-0006P. COPYRIGHT: Trademark Protected Materials. The State represents and warrants that it will not present to Contractor orders which involve the reproduction of materials protected under copyright, patent and/or trademark law unless the State owns such rights, is an authorized agent of the owner of such rights or has permission to reproduce the materials. The State grants Contractor permission allowing authorized representatives designated by the State to reproduce the State's copyright and trademark-protected materials without restriction for the term of this Contract. Unless specified otherwise by the State in writing, the State designates all of its employees as the State's authorized representatives for purposes of this provision. In no event shall the State hold Contractor responsible for copying such protected materials requested by the State's authorized representatives. To the extent authorized by the laws and the constitution of the State of Texas, the State shall indemnify, defend and hold harmless Contractor from any claim, demand, liability, cause of action, debt or damage, including reasonable attorneys' fees and expenses, for actual or alleged infringement or violation of any intellectual property rights or other rights of third parties including, without limitation, rights of publicity, rights of privacy, copyrights, trademarks, trade secrets and/or licenses, or patents.

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: $100.00
Maximum Order: $1,000,000.00

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: FedEx Kinko's, Documents, Document, Paper, Copies, Copier, Copy, Print, Digital Print, Printer, Printing, Office Print Services, Online Printing, Print Documents, Documents Online, Kinko's, FedEx

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 512-463-3421.

Texas Online Statewide Search from the Texas State Library State Link Policy Texas Homeland Security
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Privacy and Security Policy Accessibility Policy Link Policy Public Information Act Compact with Texans

AI-19059 **20.A.6.**

Pct 4-Change Order, Cert of Const Completion & Pmt App #1 (lump sum final)-OG Construction Co., LLC-C-09-336-09-08

CC REGULAR

Date:	12/22/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of the following in connection with the "Monte Cristo Drain Culvert Crossing" (San Carlos Drainage Improvement)(C-09-336-09-08) as submitted/certified by either project engineer, Quintanilla, Headley & Associates, Inc. and awarded contractor, O.G. Construction Co., LLC:

a. Change Order No. 1 reflecting a (net decrease) in the amount of $5,100.00;

b. Certificate Of Construction Completion from Closner Construction Company reflecting the completion date of November 17, 2009;

c. Payment Application #1 (Lump Sum Final) in the amount of $29,230.00;

BACKGROUND

Change Order #1
Certificate of Constructioin Completion & Pmt Application #1 in connection to contract #C-09-336-09-08

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1339-431-00-124-049-0-733
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available as of 12/18/09.

Attachments

Link: Change Order #1
Link: Certificate of Completion-OG Const Co LLC
Link: Pmt Application #1 (lump sum final)-OG Const Co LLc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:17 PM	APRV

2	Budget & Management	Erika Zamora	12/17/2009 04:33 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/18/2009 11:12 AM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Letty Saenz

Started On: 12/16/2009 03:30 PM

Final Approval Date: 12/18/2009

CONTRACT CHANGE ORDER REQUEST

Owner: County of Hidalgo
2802 South Hwy 281
Edinburg, TX 78539

DATE: November 24, 2009
Change Order No. 1

Contractor/Firm

O.G. Construction Co., LLC
222 W. University Dr.
Edinburg, TX 78539
Phone #: (956) 292-0008

Project Name/Acct. No.
Hidalgo County Precinct No. 4 "Monte Cristo Drain Culvert Crossing Pct. No.4 San Carlos Drainage Improvement Project" C-09-336-09-08

You are hereby requested to comply with the following changes from the contract plans and specifications.

X Final Quantitative adjustments	X Quantitative deletion
_____ Unit Price	_____ Time extension
_____ Quantitative Addition	_____ Other

Reason: This is final change order #1, which is a deduct of $5,100.00. It is a reconciliation of final quantities. The project was completed however, the amount of bore required was 34 feet less than what the contract called for and therefore the deduct of $5,100.00.

Contract price prior to change order..... $ 34,330.00
I. Net Increase/Decrease of this change order No. 1..... $ 0
II. Net Increase/Decrease of this change order..... $ 5,100.00
Contract Price with change order..... $ 29,230.00
Increase/Decrease in time_____days.

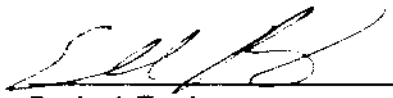
Approved By:

Owner Date

Accepted By:

Contractor 11/25/09
Date

Recommended By; **Quintanilla, Headley And Associates, Inc.**



Project Engineer 11/23/09
Date

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 17th DAY OF November 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: September 8, 2009
OWNER: Hidalgo County Precinct 4
CONSTRUCTION CONTRACTOR: O.G. Construction Co. LLC
OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF Monte Cristo Drain Culvert Crossin PCT. #4 San Carlos Drainage Improvement Project

CONTRACT NO: C-09-336-09-29
Located in or near the City/Precinct Of Edinbug, TX and Precinct 4

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of 0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$34,330.00
Present Amount of Contract	$34,330.00
Total Amount of earned to Date	$29,230.00
Less: previous payments	$ 0
Balance	$ 0
Authorized deductions	$ 0
AMOUNTY OF FINAL PAYMENT	$29,230.00

Exhibit E-M

6. That the final payment in the amount of Twenty Nine Thousand Two Hundred Thirty Dollars and Zero Cents ($29,230.00) is now due and payable.

Engineer's Signature

CONCURRED BY:

O.G. Construction Co., LLC
Contractor's Name

By: Omar Garcia

Title: Managing Member

CONCURRED BY:

City/Precinct

By: _____

Title: _____

Exhibit E-M

Exhibit E-M

APPLICATION FOR PMT #1 (Lump Sum Final)

To: HIDALGO COUNTY PRECINCT NO. 4 (OWNER)
From: O.G. Construction Co., LLC (CONTRACTOR)
Contract: C-09-336-09-08
Project: Hidalgo County Precinct No. 4 "Monte Cristo Drain Culvert Crossing Pct. No. 4 San Carlos Drainage Improvement Project"
OWNER's Contract No. C-09-336-09-08 ENGINEER's Project No.
For Work accomplished through the date of: Novemeber 30, 2009

1.	Original Contract Price:		$ 34,330.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (5,100.00)
3.	Current Contract Price (1 plus 2):		$ 29,230.00
4.	Total completed and stored to date:		$ 29,230.00
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	0% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 29,230.00
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ 29,230.00
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 29,230.00

Accompanying Documentation:

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

Dated 30-Nov-09
O.G. Construction Co., LLC
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 7th day of December 2009

Ernestina Cantu
Notary Public
My Commission expires: Feb. 21, 2010

ERNESTINA CANTU
MY COMMISSION EXPIRES
February 21, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 30-Nov-09
Quintanilla, Headley, and Associates, Inc.
ENGINEER
By:

HIDALGO COUNTY PCT. #4
RECEIVED BY
DEC 10 2009
DRAINAGE DEPT.
EDINBURG, TEXAS 78542

Contractor Name:	O.G. Construction Co., LLC
Starting Date:	1-Nov-2009
Project Ending Date:	1-Dec-2009
Retainage Percent:	0%

Application:	PMT #1 (Lump Sum Final)
Application Date:	30-Nov-2009
Period To:	Novemeber 30, 2009
Engineer Firm	Quintanilla, Headley, & Assoc., Inc.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-09-336-09-08	Hidalgo County Precinct No. 4 "	$ 34,330.00	$ 29,230.00	$ -	$ 29,230.00	$ 29,230.00	$ -	$ 29,230.00	$ -	$ -
	TOTALS:	**$ 34,330.00**	**$ 29,230.00**	**$ -**	**$ 29,230.00**	**$ 29,230.00**	**$ -**	**$ 29,230.00**	**$ -**	**$ -**

Contractor Name: O.G. Construction Co., LLC
Starting Date: 1-Nov-2009
Project Ending Date. 1-Dec-2009
Engineer's / County Project Desc Hidalgo County Precinct No. 4 "Monte Cristo Drain Culvert Crossing Pct. No. 4 San Carlos Drainage Improvement Project"

Application: MT #1 (Lump Sum Final)
Application Date: 30-Nov-2009
Period To: Novemeber 30, 2009
Engineer's / County Project No.: C-09-336-09-08

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Application #1: Monthly Quan	Application #1: QTY to Date	Application #1: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(905) DRAINAGE										
1		24" Class IV R.C.P.	LF	$ 150.00	180.00	$ 27,000.00	146.00	146.00	$ 21,900.00	$ 21,900.00	0.00	$ -
2		24" Class IV R.C.P.	LF	$ 32.00	40.00	$ 1,280.00	40.00	40.00	$ 1,280.00	$ 1,280.00	0.00	$ -
3		24" Concrete Rip-Rap	EA	$ 1,200.00	1.00	$ 1,200.00	1.00	1.00	$ 1,200.00	$ 1,200.00	0.00	$ -
4		Tie Into Existing R.C.P.	EA	$ 350.00	1.00	$ 350.00	1.00	1.00	$ 350.00	$ 350.00	0.00	$ -
5		Concrete Manhole	EA	$ 4,000.00	1.00	$ 4,000.00	1.00	1.00	$ 4,000.00	$ 4,000.00	0.00	$ -
6		Trench Protection Required	LF	$ 5.00	40.00	$ 200.00	40.00	40.00	$ 200.00	$ 200.00	0.00	$ -
7		Traffic Control	LS	$ 300.00	1.00	$ 300.00	1.00	1.00	$ 300.00	$ 300.00	0.00	$ -
8						$ -		-	$ -	$ -		$ -
9						$ -		-	$ -	$ -		$ -
10						$ -		-	$ -	$ -		
11						$ -		-	$ -	$ -		
12						$ -		-	$ -	$ -		
13						$ -		-	$ -	$ -		
14						$ -		-	$ -	$ -		
15						$ -		-	$ -	$ -		
16						$ -		-	$ -	$ -		
17						$ -		-	$ -	$ -		
18						$ -		-	$ -	$ -		
		Total Drainage				**$ 34,330.00**			**$ 29,230.00**			**$ -**
		(906) DRAINAGE										
1	0	0	EA	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
2	0	0	EA	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
3	0	0	LF	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
4	0	0	SY	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
5	0	0	SY	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
6	0	0	LF	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
7	0	0	LF	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
8	0	0	LF	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
9	0	0	LF	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
10	0	0	EA	$ -	0.00	$ -		-	$ -	$ -	0.00	$ -
		Total Drainage				**$ -**			**$ -**			**$ -**
		TOTAL BASE AMOUNTS:				**$ 34,330.00**			**$ 29,230.00**	**$ -**		**$ -**

Printed Name: _____ Date: 30-Nov-2009

Signature: _____

AI-19031 **20.B.1.**

Pct 4-Approval-Prof Svc Agreement for Professional Appraisal Services within Pct #4

CC REGULAR

Date:	12/22/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Requesting approval of a professional appraisal services agreement with PROFESSIONAL APPRAISAL SERVICES, INC. for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4 (on an as needed basis) and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 10/13/09).

BACKGROUND

Draft Contract Document as approved by legal counsel as to form w/email attached.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds will be appropriated as Work Authorizations are issued or expenditures identified "on an as needed basis"...(depending on the project).

possible object codes are 711, 719 & 733

Attachments

Link: Contract Document Approved as to Form by legal Counsel

Link: Email-Approval as to Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:01 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/18/2009 10:24 AM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Letty Saenz Started On: 12/15/2009 02:41 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-440-12-22

THIS AGREEMENT is made effective the **22nd** day of **December, 2009**, by and between the **County of Hidalgo, Texas** ("County") and **Professional Appraisal Services, Inc.** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4***; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ) and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the County has selected the Appraiser to provide appraisal services within the County of Hidalgo, Texas through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this

provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

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

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the othe party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing

the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

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

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

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

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's

intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

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

If to Appraiser:
Professional Appraisal Services, Inc.
Attn: John Malcolm, Jr., President
P. O. Box 3722
McAllen, Texas 78502

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

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

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2009.

APPROVED AS TO FORM:

By:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

APPRAISER:
John Malcolm, Jr., President

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Appraiser
for
Hidalgo County Precinct No. 4

PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS
P.O. BOX 3722
McAllen, TEXAS 78502
TELEPHONE (956) 687-9535
FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA
APPRAISAL INSTITUTE, CIREI, IRWA

November 6, 2009

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

RE: Scope of Services and Proposed Fee Schedule - Real Estate Appraisal Services

Dear Ms. Saenz:

Thank you for your kind letter informing us that Professional Appraisal Services, Inc. had been selected to provide appraisal services for Hidalgo County, Precinct #4. Pursuant to your request I have prepared a letter outlining a scope of services and a schedule of fees for different types of appraisal services.

As per our request for qualifications, the scope of services shall include the following:

> Appraisals will be based on "Market Value" with 5 original reports. Reports will be bound or stapled, clearly labeled, and signed by the primary certified appraiser and any other certified appraiser or licensed trainee which aided in the process.
>
> All photographs to be original digital laser prints. All adjustments shall be clearly explained in a narrative format. Preference will be accorded comparable sales within 2 years of the date of appraisal.
>
> Map exhibits will include clearly labeled maps to identify the area, region, subject plat, and flood plain and any other exhibits we may need to complete the assignment.
>
> All reports shall be "self contained or summary reports" prepared under the Uniform Standards of Professional Appraisal Practice. The report format will be based on discussions between the appraiser and the client and will be consistent with the degree of complexity of the appraisal problem. The primary appraiser will inspect each subject property and sign each appraisal report. Appraiser trainees may aid in the collection of information but the primary appraiser will be responsible for the analysis and conclusions.
>
> Appraisal reports shall be delivered according to the agreed schedule.

Appraisal fees are based upon different types of services and are identified as follows:

Partial Takings for right of way projects: This category will likely include the majority of the work that will be performed during the year. Typical projects under this heading would include road widening projects or acquisition of right of way for drainage purposes. The types of appraisals include simple acquisitions where no damages result to the remainder property, more complex appraisals that involve damages to the remainder, and complex properties that require multiple valuation methods and include damages to the remainder. An example of the latter type of appraisal would be an acquisition of right of way from a strip shopping center where all of the parking is being taken for road widening. The range of costs for appraisal fees would be:

Land, residence, or small commercial; no damages:	$1,250/parcel
Residence with damages:	$1,850/parcel
Small commercial with damages:	$2,550/parcel
Large commercial with/without damages:	$by agreement

Whole takings and improved property appraisals. Whole takings may include simple land appraisals or appraisals of complex commercial property. The primary difference between a right of way project and a whole taking is that the whole takings will not typically include multiple acquisition parcels. The appraisal fees quoted for these services is anticipated to include a single land tract or a small commercial property that would require the application of 3 approaches to value.

Whole taking, land only, single parcel	$1,750
Whole taking, small commercial, 3 approaches to value	$3,550

Updated or revised appraisals. Updated appraisals involve a new appraisal based on a change in the date of the appraisers opinion of value. A revised report is based on the original date of appraisal but may incorporate a change due to some condition that is outside of the appraisers control and responsibility. As an example, the appraiser is not responsible for writing metes and bounds descriptions for the property field notes. If the field notes are revised after the appraisal report has been submitted, it may be necessary to revise the report to reflect the new information. A fee for a revision would be charged for this service. An appraisal update is a new appraisal based on a new inspection date and a new data search. The appraisal fees for these services are as follow:

Revised Reports (no change in date of appraisal)	$ 300
Updated appraisals (within 14 months of original)	$ 2/3 original fee

Condemnation hearings and trials. Condemnation hearings and trials include the special commissioners hearings as well as more formal trials. Both of these proceedings are billed at an hourly rate of $225/hour for work done through 2010. No expenses are billed as long as the proceedings are held in Hidalgo County.

Thank you for selecting our office for your appraisal needs. Please let me know if additional information is necessary to evaluate our proposal.

Yours truly,

John H. Malcom, Jr, President
Professional Appraisal Services, Inc.

EXHIBIT "B"

Fee Schedule
for
Hidalgo County Precinct No. 4

PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS
P.O. BOX 3722
McAllen, TEXAS 78502
TELEPHONE (956) 687-9535
FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA
APPRAISAL INSTITUTE, CIREI, IRWA

November 6, 2009

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

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Dear Ms. Saenz:

Thank you for your kind letter informing us that Professional Appraisal Services, Inc. had been selected to provide appraisal services for Hidalgo County, Precinct #4. Pursuant to your request I have prepared a letter outlining a scope of services and a schedule of fees for different types of appraisal services.

As per our request for qualifications, the scope of services shall include the following:

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>
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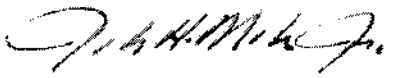
Thank you for selecting our office for your appraisal needs. Please let me know if additional information is necessary to evaluate our proposal.

Yours truly,



John H. Malcom, Jr, President
Professional Appraisal Services, Inc.

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2009

PRODUCER
DON AUSMUS
2021 NOLANA LOOP
MCALLEN, TEXAS 78504

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
PROFESSIONAL APPRAISAL SERVICES INC.
P O BOX 3722
MCALLEN, TEXAS 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
A		AUTOMOBILE LIABILITY	122 4750-C08-53	09/08/2009	03/08/2010	COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$ 500,000.00
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 500,000.00
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 100,000.00
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		☐					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED
03 HONDA PILOT - VIN#2HKYF18593H621087

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E CANO
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2009

PRODUCER
State Farm Insurance
Leonel (Leo) Rodriguez
740 Nolana, Suite 4
Mcallen, TX 78504-3028

THIS CERTIFICATION 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
Professional Appraisal Services, Inc
1105 Tamarack Ave
Mcallen, TX 78501-4147

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company 25143	
INSURER B: State Farm Fire and Casualty Company 25143	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	90-CX-4719-7-I	02/12/2009	02/12/2010	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
							$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]	90-BF-B059-1-F	06/09/2008	06/09/2010	E.L. EACH ACCIDENT	$ 100,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
2802 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Elisa Pecina

ACORD 25 (2009/01)

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1001486 132849.3 04-06-2009

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SW
MALCJO1

DATE (MM/DD/YYYY)
12/03/09

PRODUCER

Stanley McDonald Agency IL Inc
2018 State Road P.O. Box 1446
La Crosse WI 54602-1446
Phone: 608-788-6160 Fax: 608-788-7012

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

Professional Appraisal Services, Inc.
John H Malcom, Jr, SR/WA
PO Box 3722, 1105 Tamarack Ave
McAllen TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United National Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Prof Liability Claims Made	ROW0000034 RETRO DATE: 12/03/2009	12/03/09	12/03/10	Per Claim Aggregate	1,000,000 1,000,000

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

Definition of Professional Services: Right of Way services including property identification, negotiation, acquisition, and real estate appraisals, appraisals under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and related state regulations, relocation and property/project management.

CERTIFICATE HOLDER

Hidalgo County
100 East Cano
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Tuesday, December 15, 2009 8:22 AM
To: 'Leticia Saenz'
Subject: FW: Follow up- Draft-Prof Svc Agreement w/Professional Appraisal Services-Pct 4

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, December 15, 2009 7:36 AM
To: Ramon
Subject: Re: Follow up- Draft-Prof Svc Agreement w/Professional Appraisal Services-Pct 4

The agreement is fine.

----- Original Message -----
From: Ramon
To: scrain@atlashall.com
Sent: Monday, December 14, 2009 5:01 PM
Subject: FW: Follow up- Draft-Prof Svc Agreement w/Professional Appraisal Services-Pct 4

FYI

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, December 14, 2009 4:56 PM
To: 'Martha Salazar'; 'Ramon'
Cc: darlene.betancourt@co.hidalgo.tx.us
Subject: Follow up- Draft-Prof Svc Agreement w/Professional Appraisal Services-Pct 4
Importance: High

Ms. Marty / Mr. Vela,

Can you please find out if Mr. Crain has already reviewed the attached "draft" agreement that was sent on 12/08/09. I still have not received a response.

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x 4861 fax (956) 318-2629

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, December 08, 2009 5:56 PM
To: 'Martha Salazar'
Subject: Draft-Prof Svc Agreement-Professional Appraisal Services-Pct 4
Importance: High

Ms. Marty,

Can you please have legal counsel review and approve the attached agreements in order for me to place on the next CC agenda for final approval.

Please advise.

Thanks!

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

AI-19016 **20.C.1.**

BCAP Change Order No.1, and Application for Payment No.1(final) Jimenez Subdivision Pct. No. 3

CC REGULAR

Date:	12/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Acceptance and approval of the following from contractor M Construction, ITD for Jimenez Subdivision located in Precinct #3 submitted by project engineer, Hinojosa Engineering, Inc. under BCAP contract #C-CAP-09-130-05-05;

a. Change Order No. 1 reflecting a net increase in the amount of $1,155.00 due to final quantitative adjustments; and,

b. Application for Payment No. 1 (Final) in the amount of $72,913.31.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-123-911-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #630773 as of 12/18/09 is $70,906.37. Pending P.O. increase of $1,155.00.

Refer to AI - 19005 transfer of $715.15 (12/22/09 CC).

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-911-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #630773 as of 12/18/09 is $8,953.42.

Attachments

Link: Change Order #1 Jimenez Subdivision

Link: P.O. Increase

Link: Application for Payment #1 Final Jimenez Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 03:52 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:08 PM	APRV
3	Perla Lopez	Perla Lopez	12/18/2009 12:32 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Marcie Jackson

Started On: 12/15/2009 08:23 AM

Final Approval Date: 12/18/2009

CHANGE ORDER

NO. 1

PROJECT: Jimenez Subdivision

DATE OF ISSUANCE: 12/9/2009

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577

OWNER'S PROJECT NO.: CAP-09-130-05-05

CONTRACTOR: M Construction LTD
ADDRESS: PO Box 250
Mission, TX 78503

ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $79,859.79

ENGINEER'S PROJECT NO.: 06-178

You are hereby directed to make the following changes in the Contract Documents.

Description: Quantitative adjustments based on site conditions

Purpose: Final Quantitative Adjustments.

Attachments: 1. Tabulation of items to be reconciled.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $79,859.79	**Original Contract Time:** 45 working days **days**
Previous Change Order No.s: 0 — $0.00	**Change from Previous Change Orders** 0 working days **days**
Contract Price prior to this Change Order $79,859.79	**Contract Time prior to this Change Order** 0 working days **days**
Net Increase of this Change Order $1,155.00	**Net Increase of this Change Order** 0 working days **days**
Contract Price with all approved Change Orders $81,014.79	**Contract Time with all approved Change Orders** 45 working days **days**

APPROVED:

Owner **Date**
Hidalgo County Judge

APPROVED:

12-9-09
Contractor **Date**
M Construction LTD

RECOMMENDED:

12-9-09
Engineer **Date**
Hinojosa Engineering, Inc.

Estimate Quantity Update Worksheet
Jimenez Subdivision
Colonia Access Program Project - Precinct No.3
CAP-09-130-05-05
Contractor: M Construction LTD

						Change Order No.1			
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	(+)increase/ (-)decrease
Roadway									
100	Preparing ROW	7.91	STA	$600.00	$4,746.00	7.91	7.91	$4,746.00	$0.00
134	Backfill	7.91	STA	$200.00	$1,582.00	7.91	7.91	$1,582.00	$0.00
247	Flex Base (8")	546.82	CY	$28.00	$15,310.96	546.82	546.82	$15,310.96	$0.00
251	Reworking Base Material (DC) (TY D CL2)	546.82	CY	$6.50	$3,554.33	546.82	546.82	$3,554.33	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$500.00	$750.00	1.50	1.5	$750.00	$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$9.00	$648.00	72.00	72	$648.00	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$5.00	$360.00	72.00	72	$360.00	$0.00
5249	Temp Sediment Control Fence	780.00	LF	$5.00	$3,900.00	780.00	780	$3,900.00	$0.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$4.00	$3,120.00	780.00	780	$3,120.00	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$20.00	$1,440.00	72.00	72	$1,440.00	$0.00
Drainage									
464	RCP (CL III) (18")	40	LF	$22.00	$880.00	40	40	$880.00	$0.00
464	RCP (CL III) (15")	500	LF	$18.00	$9,000.00	512	512	$9,216.00	$216.00
467	Safety End Treatment	2	EA	$800.00	$1,600.00	2	2	$1,600.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	398	SY	$15.00	$5,970.00	377	377	$5,655.00	-$315.00
530	Driveways (Ty PRB-1) (Concrete)	186	SY	$25.00	$4,650.00	236	236	$5,900.00	$1,250.00
Alternate No.1									
310	Prime Coat (MC-30)	475.50	GAL	$7.00	$3,328.50	475.50	475.5	$3,328.50	$0.00
340	Asphalt Concrete Pavment Type "D"	2,377.50	SY	$8.00	$19,020.00	2,378.00	2378	$19,024.00	$4.00
				TOTAL	$79,859.79		**Totals:**	$81,014.79	$1,155.00
				Roadway:	$57,759.79		Roadway:	$57,763.79	
				Drainage:	$22,100.00		Drainage:	$23,251.00	

Totals to Date:

Roadway:	$57,763.79
Drainage:	$23,251.00
Total:	$81,014.79

Prepared and Checked by: Signature: _____ Date: 12-9-09
Printed Name: Reynaldo Robles, Jr., P.E.

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Revised

Department: **Precinct #3**
Contact Name: **Norma Ceballos**
Telephone # **(956) 585-4509**

Purchase Order Number: **630773**
(Increase) # **1** for this Purchase Order
Procurement Method:
☐ Contract #
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

TO: Vendor Number: **# 370061**
Vendor Name: **M. Construction, LTD.**
2817 Colbath
McAllen, Texas 78505

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
1		*Amount of Original Purchase Order*		**79, 859.79**
		Road and Drainage Construction for Resub of Jimenez Plat Subdivision		
		Amount of (Increase) Request		**$1,155.00**
		TOTAL AMOUNT		**$81,014.79**

Account Number: **9-1311-431-00-123-911-0-733 $1151.00**
9-1311-431-00-123-911-0-731 $4.00

Reason: **Change Order Increase.**

Authorization: _____ _____
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

Please note, funding for Item Zone
Agenda Item # AI-19005
CC 12/22/09

COPY

APPLICATION FOR PAYMENT NO. 1 & Final

To: Hidalgo County (OWNER)
From: M Construction LTD (CONTRACTOR)
Contract: CAP-09-130-05-05
Project: Road and Drainage Construction of Jimenez Subdivision
OWNER's Contract No. CAP-09-130-05-05 ENGINEER's Project No. 06-178
For Work accomplished through the date of: 11/13/2009.

1.	Original Contract Price:		$ 79,859.79
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 1,155.00
3.	Current Contract Price (1 plus 2):		$ 81,014.79
4.	Total completed and stored to date:		$ 81,014.79
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 8,101.48	
	0% of stored material:	$ -	
	Total Retainage:		$ 8,101.48
6.	Total completed and stored to date less retainage (4 minus 5):		$ 72,913.31
7.	Less previous Application for Payments:		$ -
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 72,913.31

Accompanying Documentation: 9-1311-431-00-123-911-0-733 = $ 45,603.50 (-4,560.35) = $ 41,043.15
9-1311-431-00-123-911-0-731 = $

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

Dated 12-15-09 M. Construction LTD
CONTRACTOR
By:

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 15th day of December, 2009

Notary Public
My Commission expires: OCT. 12, 2011

MICHAEL ALVARADO
My Commission Expires
October 12, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12-14-09 HINOJOSA ENGINEERING INC.
ENGINEER
By:

INVOICE RECEIVED BY: ON 12/16/09
GOODS/SERVICES RECEIVED BY: ON 12/16/09

M Construction, LTD	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Application No 1 & Final	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CSJ# 2C1080911	Jimenez Subdivision	$ 79,859.79	$ 81,014.79	$ 81,014.79	$ -	$ -	$ 81,014.79	$ -	$ 8,101.48	$ 72,913.31	$ -	$ 72,913.31
		$ 79,859.79	$ 81,014.79	$ 81,014.79	$ -	$ -	$ 81,014.79	$ -	$ 8,101.48	$ 72,913.31	$ -	$ 72,913.31

Estimate Quantity Update Worksheet
Jimenez Subdivision
Colonia Access Program Project - Precinct No.3
CAP-09-130-05-05
Contractor: M Construction LTD

						RFP 1 & Final			Balance to Finish	
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Quantity	Dollars
Roadway										
100	Preparing ROW	7.91	STA	$600.00	$4,746.00	7.91	7.91	$4,746.00	0	$ -
134	Backfill	7.91	STA	$200.00	$1,582.00	7.91	7.91	$1,582.00	0	$ -
247	Flex Base (8")	546.82	CY	$28.00	$15,310.96	546.82	546.82	$15,310.96	0	$ -
251	Reworking Base Material (DC) (TY D CL2)	546.82	CY	$6.50	$3,554.33	546.82	546.82	$3,554.33	0	$ -
502	Barricades, Signs & Traffic Handling	1.50	MO	$500.00	$750.00	1.50	1.5	$750.00	0	$ -
506	Construction Exits (TY 2) (Install)	72.00	SY	$9.00	$648.00	72.00	72	$648.00	0	$ -
506	Construction Exits (TY 2) (Remove)	72.00	SY	$5.00	$360.00	72.00	72	$360.00	0	$ -
5249	Temp Sediment Control Fence	780.00	LF	$5.00	$3,900.00	780.00	780	$3,900.00	0	$ -
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$4.00	$3,120.00	780.00	780	$3,120.00	0	$ -
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$20.00	$1,440.00	72.00	72	$1,440.00	0	$ -
Drainage										
464	RCP (CL III) (18")	40	LF	$22.00	$880.00	40	40	$880.00	0	$ -
464	RCP (CL III) (15")	500	LF	$18.00	$9,000.00	512	512	$9,216.00	0	$ -
467	Safety End Treatment	2	EA	$800.00	$1,600.00	2	2	$1,600.00	0	$ -
530	Driveways (Ty PRB-1) (ACP) (1")	398	SY	$15.00	$5,970.00	377	377	$5,655.00	0	$ -
530	Driveways (Ty PRB-1) (Concrete)	186	SY	$25.00	$4,650.00	236	236	$5,900.00	0	$ -
Alternate No.1										
310	Prime Coat (MC-30)	475.50	GAL	$7.00	$3,328.50	475.50	475.5	$3,328.50	0	$ -
340	Asphalt Concrete Pavment Type "D"	2,377.50	SY	$8.00	$19,020.00	2,378.00	2378	$19,024.00	0	$ -
				TOTAL	$79,859.79		**Totals:**	$81,014.79	**Totals:**	$0.00

	Roadway:	$57,763.79	Roadway: $0.00
	Drainage:	$23,251.00	Drainage: $0.00

Totals to Date:

Roadway:	$57,763.79
Drainage:	$23,251.00
Total:	$81,014.79

Prepared and Checked by: Signature:
Printed Name: Reynaldo Robles, P.E.

Date: 12/16/09

AI-19088 **20.D.1.**

Award of Countywide Mailing Services
CC REGULAR

Date: 12/22/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Presentation of sole bidder received from Upper Mail Services, LLP (meeting all specifications and/or requirements as attached hereto) for the purpose of award and approval of contract for: "Countywide Mailing Services for Hidalgo County" Project No. 2009-436-11-18-YZV

BACKGROUND

1. Current Contract Expires December 31, 2009
2. Recommended vendor: Upper Valley Mail Services, LLP
3. Contract document has been reviewed and approved as to form by legal counsel

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-60-115-026-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$40,000.00 available funding as of 12/17/09. Contract effective January 01, 2010.

Attachments

Link: Contract Document apprvd by legal counsel
Link: Email-legal counsels approval
Link: Bid Tab
Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2009 12:12 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 01:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 04:41 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Yolanda Velasquez Started On: 12/18/2009 08:17 AM

Final Approval Date: 12/18/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-436-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Upper Valley Mail Services, LLP** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Countywide Mailing Services"** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **January 01, 2010** and expiring on **December 31, 2010** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

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

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Upper Valley Mail Services, LLP Attn: Patrick Hettler, Co-Owner 1418 Beech Avenue, Suite 109 McAllen, Texas 78501

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

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

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

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

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

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
Upper Valley Mail Services, LLP

By:_____
Printed Name: Patrick Hettler
Title: Co-Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 26, 2009

RE: Hidalgo County
Request for Bids – Hidalgo County
"Countywide Mailing Services"
Bid Nº 2009-436-11-18-YZV

Dear Gentlemen:

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/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
Countywide Mailing Services
Bid No: 2009-436-11-18-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 2 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 4 pages.**
9. **Certification Regarding Debarment 1 pages.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

10/26/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-436-11-18	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"COUNTYWIDE MAILING SERVICES"

BID OPENING DATE

NOVEMBER 18, 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-2009-436-11-18-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., THURSDAY, NOVEMBER 18, 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-2009-436-11-18-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 Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**November 18, 2009**
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.: 2009-436-11-18-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. 2009-436-11-18-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**

EXHIBIT "B"
HIDALGO COUNTY
"MAILING SERVICES"
BID NO. 2009-436-11-18-YZV

BID SHEET

MAILING SERVICES AND BAR CODING		
DESCRIPTION	**PICK UP AND DELIVERY**	**BAR CODING**
Price per Letter Picked Up:		
Price per Package Picked Up:		
Price per Bulk Picked Up:		
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:		
Price per Federal Express Picked Up:		
Price per Lone Star Overnight Picked Up:		
Price per UPS Package Picked Up:		

NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2010, subject to Commissioner's Court approval through December 31, 2010. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.

All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Bidders Name:_____

Address:_____

City/State/Zip Code: _____

Phone Nº:_____Fax Nº:_____

Authorized Signature:_____

Printed Name:_____Date:_____

Title:_____Email:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

OPENED 9:51am 11-18-09 Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"MAILING SERVICES"
BID NO. 2009-436-11-18-YZV

BID SHEET

MAILING SERVICES AND BAR CODING		
DESCRIPTION	**PICK UP AND DELIVERY**	**BAR CODING**
Price per Letter Picked Up:	-0-	$0.06
Price per Package Picked Up:	-0-	$0.06
Price per Bulk Picked Up:	-0-	$0.06
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	-0-	$0.05
Price per Federal Express Picked Up:	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-

NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2010, subject to Commissioner's Court approval through December 31, 2010. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.

All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Bidders Name: Upper Valley Mail Services LLP

Address: 1418 Beech Ave Ste 109, McAllen, TX, 78501

City/State/Zip Code: McAllen TX 78501

Phone №: 956-668-7678 Fax №: 956-630-0825

Authorized Signature:

Printed Name: Patricia Hettler Date: 11/10/2009

Title: Co-owner Email: postman217@aol.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/07/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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
Upper Valley Mail Services LLP
105 E Upas
1418 Beech suite 109 (Business Address)
McAllen, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Economy Insurance Company	19690
INSURER B: Hartford Underwriters Ins Co	30104
INSURER C: Safeco Insurance Company	24740
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	25CC2673021	02/22/09	02/22/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $1,000,000 $1,000,000
C		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	01CI19033610	02/22/09	02/22/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECGE8018	07/19/09	07/19/10	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
		OTHER					

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

CERTIFICATE HOLDER

County of Hidalgo Purchasing
Dept
100 E Cano 4th Floor Adm Bldg
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 18, 2009 11:39 AM
To: 'Leticia Saenz'
Subject: FW: Review/Approval of Draft Svc Contract for: Upper Mail Servcies LLP-HC

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, December 18, 2009 9:59 AM
To: Martha Salazar
Subject: Re: Review/Approval of Draft Svc Contract for: Upper Mail Servcies LLP-HC

The Upper Valley Mail Services contract is fine.

----- Original Message -----
From: Martha Salazar
To: 'Steve Crain'
Sent: Thursday, December 17, 2009 4:31 PM
Subject: FW: Review/Approval of Draft Svc Contract for: Upper Mail Servcies LLP-HC

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, December 17, 2009 3:38 PM
To: 'Martha Salazar'; 'Ramon'
Cc: darlene.betancourt@co.hidalgo.tx.us; 'Yolanda Velasquez'
Subject: Review/Approval of Draft Svc Contract for: Upper Mail Servcies LLP-HC
Importance: High

Ms. Marty or Mr. Vela,

Can you please have legal counsel review and approve the attached "draft" Service Contract for the **"Countywide Mailing Services"** with **Upper Mail Services,** LLP for Hidalgo County so, as to place on the next CC agenda for final approval.

Please advise.

Thanks!

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2679

Hidalgo County – Purchasing Department
Tabulation Sheet

Department Name: **Hidalgo County** Bid Opening Date: **November 18, 2009**

Description of Bid: **"COUNTYWIDE MAILING SERVICES"** BID №: **2009-436-11-18 -YZV**

Description of Service	**Company Name:** Upper Valley Mail Services LLP
Price per Letter Picked Up:	**$0.06**
Price per Package Picked Up:	**$0.06**
Price per Bulk Picked Up	**$0.06**
Other Prices, If Applicable, See Below, (I.e., Post Cards, Federal Express, Lone Star Overnight, etc.):	
Price per Post Card Picked Up:	**$0.05**
Price per Federal Express Picked Up:	**- 0 -**
Price per Lone Star Overnight Picked Up:	**- 0 -**
Price per UPS Package Picked Up:	**- 0 -**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: NOVEMBER 18, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "COUNTYWIDE MAILING SERVICES" **BID NO.:** 2009-436-11-18-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Quest Mark Information Management, INC	EM	Kellyr@qiminic.com Tel 713-662-9022	10/30/09	9440 Kirby Drive Houston, TX 77054
2.Harte-Hanks Direct Marketing	EM	James_cain@harte-hanks.com	11/10/09	777 Township Line Rd Ste 300, Yardley PA 19067
3. Upper Valley Mailing Services	EM	postman217@aol.com	9/22/09	1418 Beech Ste 109 McAllen, TX 78501
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-19020 **20.E.1.**

HCSO-Multiple Award-Medical Supplies And Equipment

CC REGULAR

Date:	12/22/2009
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS.

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-664

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

BUDGETARY IMPACT:

Available balance as of 12/18/09 $626.99.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Available balance as of 12/18/09 $36,912.36.

Attachments

Link: Recommendation, tabulation, participation

Link: Contract Document-Henry Schein Inc dba Henry Schein Matrix

Link: Email-apprvd as to form-Henry Schein Inc

Link: Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy

Link: Email-apprvd as to form-San Juan Pharmacy

Link: Contract Document-QuadMed Inc

Link: Email-apprvd by legal counsel-QuadMed Inc

Link: Contract Document-United Medical Supplies Inc

Link: Email-apprvd by legal counsel-United Medical Supplies Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 03:58 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/18/2009 10:58 AM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Sandy Suarez Started On: 12/15/2009 09:53 AM

Final Approval Date: 12/18/2009

PURCHASING DEPARTMENT

MEMORANDUM

County Of Hidalgo

RECEIVED
DEC 10 2009
By C.J. 1:36pm

TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer 1
Hidalgo County Purchasing Department

DATE: October 09, 2009

RE: **Bid No. 2009-386-10-07-SGS**
Hidalgo County Sheriff's Office "Medical Supplies & Equipment"

Attached you will find seven (7) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore. we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday October 16, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday October 27, 2009 @ 1:30 P.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

Account: 9-1100-423-21-280-002-0-684-Med
9-1100-423-21-280-002-0-664 Equip.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Henry Schein	Items: 1, 6, 8, 9, 12, 13, 15, 19, 20, 22, 26, 27, 29, 31, 32, 36 37, 39, 40, 41, 43, 44, 45, 46, 47, 48, 50 & 51.
San Juan Pharmacy	Items: 2, 5, 7, ~~11~~ 18, 23, 25 & 34.
Quad Med. Inc,	Items: 4, 10, 16, 33, 35 & 42.
United Medical	Items: 11, 17, 24, 28 & 30, 14

Anacleto Martinez 12-10-09

Authorized Signature | Printed Name | Date

Sandy Suarez

From: juan tapia [juan.tapia@hidalgoso.org]
Sent: Friday, December 11, 2009 4:22 PM
To: 'Sandy Suarez'
Cc: Anacleto.Martinez@hidalgoso.org; Joe.Jackson@hidalgoso.org; Rene.Gonzalez@hidalgoso.org; pete.trevino@hidalgoso.org; eliza.cantu@hidalgoso.org; 'Darlene Betancourt'; ramon.vela@co.hidalgo.tx.us
Subject: RE: RFB No.09-386-10-07-SGS "Medical Supplies and Equipment"

Sandy

Following our telephone conversation, we submitted recommendations from Bid Tabulation

Sheet to award to the lowest four overall bidders as follows:

1- Henry Schein Medical -

Items: 1,6,8,9,12,13,15,19,20,22,26,27,29,31,32,36,37,39,40,41,43,44,45,46,47,48,50 & 51

2- San Juan Pharmacy –

Items: 2,5,7,14,18,23,25 & 34

3- Quad Med. Inc. –

Items: 4,10,16,33,35 & 42

4- United Medical –

Items: 11,17,24,28 & 30, 14

Items 3, 21 and 49 will be purchased thru co-op vendor Moore Medical.

Should you have any questions or required additional information,

Please contact us. Thanks
JT

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, December 08, 2009 8:26 AM
To: anacleto.martinez@hidalgoso.org; 'juan tapia'
Cc: 'Darlene Betancourt'; ramon.vela@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Subject: 2009-386-10-07-SGS "Medical Supplies and Equipment"

Good Morning, Final Notice

Because of delay in the recommendation process, the Purchasing Department is recommending

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: October 07, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Medical Supplies and Equipment "

BID NO: 2009-386-10-07-SGS

	MEDICAL SUPPLIES AND EQUIPMENT	PROPOSED VENDORS						
		San Juan Pharmacy	Bound Tree Medical	Moore Medical	United Medical Supplies	Quad Med, Inc.	Henry Schein Medical	Ochoa's Pharmacy South
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	$ 58.25	$ 58.41	$ 52.66	NO BID	NO BID	**$ 48.45**	NO BID
2.	PHYSICIAN'S DESK REFERENCE	**$ 80.00**	$ 130.92	$ 86.52	NO BID	$ 87.83	$ 90..31	NO BID
3	TOE NAIL CLIPPERS SMALL	NO BID	NO BID	$ 7.97	$ 6.786 ea	NO BID	$ 1.55	NO BID
4	KERLIZ OTC 16oz 6" x 5 yds	$ 15.89	$ 0.59	$ 8.14	$ 2.106 ea	**$ 1.73**	$ 0.68	NO BID
5	ETOH PREP OTC 16oz	**$ 20.00**	$ 1.69	NO BID	NO BID	NO BID	NO BID	NO BID
6	ALCOHOL ISOPROPYL 70% OTC	$ 1.46	$ 1.96	$ 2.34	$ 1.836 ea	$ 2.09	**$ 0.95**	NO BID
7	HYDROGEN PEROXIDE OTC	**$ 0.55**	$ 1.03	$ 1.25	$ NO BID	$ 1.01	$ 0.57	NO BID
8	LINDANE SHAMPOO 1% OTC	$ 130.00	$ 133.52	NO BID	NO BID	NO BID	**$ 124.37**	NO BID
9	ALCOHOL PREP PADS *OTC* medium	$ 2.28	$ 1.50	$ 2.90	$ 2.256 bx	$ 1.44	**$ 0.92**	NO BID
10	IV CANNULAS *OTC*	$ 1.02	$ 1.71	$ 0.50	$ 0.477 ea	**$ 0.38**	$ 1.25	NO BID
11	IV START KITS *OTC*	$ 1.52	$ 1.217	$ 1.64	**$ 0.695 ea**	$ 1.09	$ 0.89	NO BID
12	STERILE H2O *OTC*	$ 34.02	$ 1.13	$ 2.01	$1.957 ea	NO BID	**$0.95**	NO BID
13	NS FOR IRRIGATION *OTC*	$ 7.65	$ 1.14	$ 2.01	NO BID	NO BID	**$ 1.02**	NO BID
14	IV POLES *OTC*	$ 25.90	$ 149.46	$ 41.32	**$ 18.56 ea**	$ 83.44	$ 34.85	NO BID
15	IV TUBING *OTC*	$ 2.62	$ .80	$ 2.01	$ NO BID	$ 0.95	**$ 1.19**	NO BID

		San Juan Pharmacy	Bound Tree Medical	Moore Medical	United Medical	Quad Med. Inc.	Henry Schein	Ochoa Pharm.
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	$ 33.47	NO BID	$ 2.65	$10.296 bx	**$ 0.73**	$ 0.85	NO BID
17	STAPLE REMOVER KITS	$ 1.66	$ 12.019	$ 2.31	**$ 1.106 ea**	$ 1.54	$ 3.70	NO BID
18	STERILE COTTON APPLICATOR SWABS	**$13.21**	$ 26.60	$ 33.50	$ 26.65 cs	$ 3.20	$16.61	NO BID
19	N-95 RESPIRATOR MASKS	$ 22.00	$ 30.97	$ 20.40	$ 12.46 bx	$ 19.60	**$ 7.11**	NO BID
20	SOFT PROCEDURE MASKS W/ EAR LOOPS	$ 3.95	$ 3.87	$ 7.47	$ 0.05 ea	$ 3.95	**$ 1.95**	NO BID
21	WELCH PROBE COVERS	$ 7.73	$ 1.12	$ 11.67	$ 14.89 bx	$ 15.25	$ 7.87	NO BID
22	ULTRA SOUND GEL	$ 1.68	$ 2.29	$ 2.65	$ 1.903 ea	$ 2.95	**$ 0.95**	NO BID
23	SYRINGES WITH NEEDLES 0.37x12.7 ml 28 G ½ needle	**$ 5.40**	$32.00	$ 14.27	$ NO BID	$ 38.13	$ 6.65	NO BID
24	LIFESCAN UNISTIX	$ 18.41	$ 60.96	$ 33.26	**$ 12.66 bx**	$ 19.38	$ 14.49	NO BID
25	ELECTRODES FOR WELCH/ALLEYN EKG	**$11.87**	$ 0.592	NO BID	$ 4.00 ea	$ 57.60	$ 0.53	NO BID
26	SUTURE SETS	$ 148.37	$251.44	$ 10.16	$ 65.47 bx	NO BID	**$ 144.49**	NO BID
27	SUTURE REMOVAL KITS	$ 2.57	$ 26.50	87.50	$ 28.41 cs	$ 3.06	**$ 22.01**	NO BID
28	SUTURES	$ 54.50	$ 223.89	$ 85.89	**$ 616.93 bx**	NO BID	$ 54.83	NO BID
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	$ 28.37	NO BID	$ 33.49	31.564 bx	NO BID	**$ 38.85**	NO BID
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	$ 59.37	NO BID	$ 61.39	**$ 4.199 ea**	NO BID	$ 42.65	NO BID
31	DIAGNOSTIC PEN LIGHTS	$ 8.32	$ 4.74	$ 6.21	$ 7.826 pk	$ 5.40	**$ 4.79**	NO BID
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	$ 37.50	$ 33.10	$ 57.00	$ 38.129cs	$ 3.72	**$ 2.55**	NO BID
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	$74.70	$ 32.80	$ 40.96	$ 32.89	**$ 1.29**	$ 7.45	NO BID
34	SELF ADHERING GAUZE 12''X10"YDS X1" W various sizes & amounts	**$ 31.02**	NO BID	NO BID	$ 9.188 bx	NO BID	$ 4.57	NO BID
35	STERILE EYE PADS, OVAL 2c" X 2e"	$ 7.28	$ 68.52	$ 96.72	$ 57.187 cs	**$ 3.98**	$ 50.41	NO BID

		San Juan Pharmacy	Bound Tree Medical	Moore Medical	United Medical	Quad Med, Inc.	**Henry Schein**	Ochoa Pharm.
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	$ 35.70	$ 31.00	$ 26.03	$ 22.032 bx	$ 15.00	**$ 12.51**	NO BID
37	SCALPEL STERILE STAINLESS	$ 4.87	$ 13.70	$ 6.71	$ 5.356 bx	$ 4.25	**$ 3.79**	NO BID
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE **item omitted**							
39	TONGUE BLADE DEPRESSORS	$ 6.76	$ 34.70	$83.90cs	$ 38.129 cs	$ 4.36	**$ 28.61**	NO BID
40	TELA PADS 3" X 4" ADHESIVE	$ 96.43	$ 15.39	$ 27.80	NO BID	$ 6.51	**$ 5.69**	NO BID
41	BAND-AIDS 1" X 3"	$ 3.41	$ 1.97	$ 1.64	$ 1.651 bx	$ 1.38	**$ 1.01**	NO BID
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	$ 9.36	NO BID	$ 2.09	$ 1.776 bx	**$ 1.48**	$ 4.55	NO BID
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	$ 61.20	NO BID	$ 2.85	$ 2.411 bx	$2.01	**$ 1.42**	NO BID
44	ALCOHOL PREPS WEBCOL	$ 1.36	$ 3.37	$ 3.15	$ 2.271 bx	$ 2.99	**$ 0.92**	NO BID
45	KY JELLY OR EQUAL	$ 1.73	$ 1.20	$ 1.92	$1.174 tube	$ 2.11	**$ 0.80**	NO BID
46	SPHYGMOMANOMETERS ANEROID LARGE RESISTANT KING	$ 26.85	$ 29.38	$ 21.08	NO BID	$ 7.63	**$ 7.07**	NO BID
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	$ 3.82	NO BID	$ 119.20	NO BID	NO BID	**$ 142.01**	NO BID
48	IRRIGATIVE EYE SOLUTION	$ 1.41	$ 2.36	$ 2.93	$ 2.941 ea	$ 1.56	**$ 1.25**	NO BID
49	SELF-ADHERENT BANDAGE 1" X 5 YDS	$ 15.84	$ 24.48	$ 4.07	$ 34.125 bx	$ 24.24	$36.73	NO BID
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5Yds	$ 91.34	NO BID	$ 133.04	$ 156.60 cs	$ 21.59	**$25.08**	NO BID
51	QUICK ICE INSTANT COLD	$ 15.05	$ 7.07	$ 23.20	$ 9.724 cs	$ 9.95	**$ 5.91**	NO BID

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: OCTOBER 07, 2009 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE-MEDICAL SUPPLIES AND EQUIPMENT"

BID NO.: 2009-386-10-07-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS/PHONE NO
1. Westwood Pharmacy Attn: Hunter Hoggatt	E-mail	Sandy Suarez	09/21/09	5823 Patterson Ave. Richmond, VA. 23226 Ph#804-288-1933 hunter.hoggatt@westwoodpharmacy.com
2. Maxor Correctional Pharmacy Attn: Don Mobbs	E-mail Addendum	Sandy Suarez	09/21/09	320 South Polk St. Ste 200 Amarillo, TX. 79101 Ph# 806-324-5400 & 800-658-6146 don.mobbs@maxorcps.com
3. Henry Schein Attn: Mary Webb	E-mail Addendum	Sandy Suarez	09/21/09	135 Duryea Rd. E-255 Melville, N.Y. 11747 Ph#800-851-0400 X-8664 specialmarketsbiddept@henryschein.com
4. South Texas Monitoring System Attn: Zorya Gonzalez	E-mail Addendum	Sandy Suarez	09/21/09	2245 Austin Ave. McAllen, TX. 78501 Ph#956-618-4900 stmsbk@yahoo.com
5. Dimart Medical Attn: Jorge Martinez	E-mail Addendum	Sandy Suarez	09/21/09	1101 Ash Ave. McAllen, TX. 78501 Ph#956-971-9720 jmexport@aol.com & dimartmedical.aol.com
6. Cornerstone Pharmacy Attn: Leonel Guerrero	E-mail Addendum	Sandy Suarez	09/21/09	2511 Cornerstone Blvd Edinburg, TX. 78539 Ph#956-383-1131 cornerstone_pharmacy@yahoo.com
7. Saenz Medical Pharmacy Attn: Pam Harper	E-mail Addendum	Sandy Suarez	09/21/09	1200 S. Ridge Rd. McAllen, TX. 78501 Ph#956-630-2500 smedicalpharmacy@rgv.rr.com

8. Ochoa's Pharmacy South Attn: Claudia (Used to be Medical Plaza Pharmacy)	E-mail/ IP Addendum	Sandy Suarez	09/21/09	301 Conquest Edinburg, TX. 78539 Ph#956-318-5159 Claude77@hotmail.com
9. Moore Medical LLC Attn: Rinette Dufour	E-mail Addendum	Sandy Suarez	09/21/09	1690 New Britain Ave. Farmington, Ct. 06034 Ph# 800-234-1464 x 5390 rdufour@mooremedical.com
10. National Environmental, Inc dba Buy Indian Medical Attn: Alan Kraimer	E-mail Addendum	Sandy Suarez	09/21/09	P.O. Box 71582 Marietta, Ga. 30007 Ph#800-965-7786 F#408-790-1305 akraimer@aol.com
11. Cowman Associates, Inc. Attn: Jennifer Leach	E-mail Addendum	Sandy Suarez	09/21/09	1298 CR 326 Giddings, TX. 78942 Ph#800-626-5402 csrsales@cowmanassociates.com
12. Lynn Medical Attn: Eddie Murray	E-mail Addendum	Sandy Suarez	09/21/09	50120 Pontiac Trail Wixom, MI. 48393 Ph#248-560-4509 emurray@lynnmed.com √
13. United Medical Supplies, Inc. Attn: Paula Hasan	E-mail Addendum	Sandy Suarez	09/21/09	25 Craig Place North Plainfield, NJ 07060 Ph#908-757-0075 phasan@unitedmedsupplies.com
14. TJS Medical Attn: Kathy Arthur	E-mail Addendum	Sandy Suarez	09/21/09	Ph#248-253-8916 kmk1104@catholicexchange.com
15. Metroplex Medical Supply Attn: Thomas Maxwell/ (forwarded)Jessie Brown	E-mail Addendum	Sandy Suarez	09/21/09	1565 W. Main St. Ste 208-118 Lewisville, TX. 75067 Ph#972-434-2005 thomas@metromedsupply.com
16. Moore Medical LLC Attn: Bonnie Irish	E-mail Addendum	Sandy Suarez	09/22/09	Bids & Quotes 1690 New Britain Ave./ PO Box 4066 Farmington, CT. 06034-4066 Ph#800-234-1464 x 5393 F#877-354-5916 birish@mooremedical.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RQ

BID OPENING DATE: OCTOBER 07, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE-MEDICAL SUPPLIES AND EQUIPMENT"

BID NO.: 2009-386-10-07-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS/PHONE NO
1. Achoas Pharmacy South - also emailed	FP	Sandy Suarez	09/21/09	301 Conquest Blvd. Ed. TX 78539 (956) 318-5159
2.		Sandy Suarez		
3.		Sandy Suarez		
4.		Sandy Suarez		
5.		Sandy Suarez		
6.		Sandy Suarez		
7.		Sandy Suarez		

17. Interboro Packaging Corp. Attn: Ricky Fischer	E-mail Addendum	Sandy Suarez	09/22/09	114 Bracken Road Montgomery. NY. 12549 Ph#845-457-2700 F#457-1927 interboro2@frontiernet.net
18. Eastmed Enterprises, Inc. Attn: Mona Putatunda	E-mail	Sandy Suarez NOT INTERESTED	09/22/09	11 Brandywine Drive Marlton, NJ. 08055 Ph#856-797-0131 F#797-0151 mona_eastmed06@yahoo.com
19. Bound Tree Medical Attn: Bethany Moore	E-mail Addendum	Sandy Suarez	09/22/09	5000 Tuttle Crossing Blvd. Dublin, Ohio 43016 Ph#614-760-5233 bmoore@boundtree.com √
20. Laerdal Medical Corp. Attn: Catherine A. Masten	E-mail	Sandy Suarez NOT INTERESTED	09/22/09	167 Myers Corners Rd. Wappinger's Falls, NY. 12590 Ph#845-297-7770 x 3692 F#800-266-4359 catherine.masten@laerdal.com
21. Apothecus Pharmaceuticals Corp. Attn: Sherrie	E-mail	Sandy Suarez NOT INTERESTED	09/23/09	220 Townsend Square Oyster Bay, NY. 11542 Ph#516-624-8400 x 114 F#624-8201 sely@apothecus.com
22. Port City Medical LLC Attn: Ismail Ozokur	E-mail Addendum	Sandy Suarez	09/23/09	6215 Rangeline Rd. Ste# 110 Theodore, Al. 36582 Ph#251-443-7667 F#650-4498 ozokur@portcitymedical.com
23. Salam International Inc. Attn: Tim Rhine	E-mail	Sandy Suarez **NOT INTERESTED**	09/23/09	P.O. Box 6847 Laguna Hills, Ca. 92607-6843 Ph#949-699-3624 F#699-3650 salamint@aol.com
24. Blue River Medical Attn: Christan Mursten	E-mail Addendum	Sandy Suarez	09/23/09	6255 Barfield Rd. Ste 130 Atlanta, Ga. 30328 Ph#404-748-0365 blueskye2003@gmail.com
25. B. Braun Medical, Inc. Attn: Jennifer Bernsen	E-mail Addendum	Sandy Suarez	09/23/09	Ph#773-832-9207 F#484-821-9448 jennifer.bernsen@bbraun.com

26. MMS- A Medical Supply Co. Attn: Julia Onesto	E-mail Addendum	Sandy Suarez	09/23/09	1575 Aviation Center Pkwy #525 Daytona Beach, Fl 32114 Ph#386-252-9960 F#252-9961 Julia.onesto@mmsmedical.com
27. Emed Medical Co. Attn: Satonya L. Booker	E-mail Addendum	Sandy Suarez **NOT INTERESTED**	09/23/09	320 Brookes Rd, Ste 217 Hazelwood, MO. 63042 Ph#314-739-6815 X 267 F#731-3071 tbooker@emedmedical.com
28. Central Texas Medical Equipm't Attn: Mark Ita & Dee Richards *(sent out 2 packets)*	E-mail Addendum	Sandy Suarez	09/23/09	H-12 Georgian Austin, TX. 78753 Ph#512-451-9704 ctmes@onr.com
29. Products, Unlimited, Inc Attn: Janey Cooper	E-mail Addendum	Sandy Suarez	09/24/09	PO BOX 339 Justin, TX. 76247 Ph#800-865-4683 F#940-648-3407 jcooper@products-unlimited
30. Henry Schein Matrx Medical Attn: Scott Bruner	E-mail Addendum	Sandy Suarez	09/24/09	Ph#800-845-3550 x 336 F#800-533-4793 scott.bruner@henryschein.com
31. Laerdal Medical Corp. Attn: Catherine Masten	E-mail Addendum	**DUPLICATE** Sandy Suarez **NOT INTERESTED**	09/24/09	167 Myers Corners Road. Wappinger's Fall, NY, 12590 Ph#845-297-7770 x 3692 F#800-266-4359 catherine.masten@laerdal.com
32. Medical Device Depot Attn: John Gladstein	E-mail Addendum	Sandy Suarez	09/24/09	3230 Bethany Lane, Ste 8 Ellicott City, Ma, 21042 Ph#877-646-3300 F#410-505-4567 john@medicaldevicedepot.com
33. ICS Attn: Wyatt	E-mail Addendum	Sandy Suarez	09/24/09	Ph#254-751-1566 icswacobids@hotmail.com
34. San Juan Pharmacy Attn: Larry Fliss	IP Addendum	Sandy Suarez	09/24/09	1205 N Raul Longoria San Juan, TX 78589 Ph#956-782-6337 lrfliss@hotmail.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: OCTOBER 07, 2009 | BID OPENING TIME: **9:30 A.M.**

BID DESCRIPTION: **"MEDICAL SUPPLIES AND EQUIPMENT"**

DEPARTMENT: HIDALGO COUNTY SHERIFF'S OFFICE | **BID NO: 2009-386-10-07-SGS**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. San Juan Pharmacy Attn: Lenny Fliss	IP	Sandy Suarez	09/24/09	1701 N Raul Longoria Ste F, San Juan 782-6337
2				
3.				
4.				
6.				
7.				
8				
9.				

35. QuadMed, Inc. Attn: Aaron Pratt	E-mail Addendum	Sandy Suarez	09/24/09	Ph#800-933-7334 F#904-880-2303 aaron@quadmed.com
36. Mobius Partners Attn: Katie Schmitz	E-mail Addendum	Sandy Suarez	09/24/09	837 Isom Road San Antonio, TX. 78216 Ph#210-979-0380 F# 979-0381 katies@mobiuspartners.com
37. Micheal Hively	E-mail Addendum	Sandy Suarez	09/24/09	2000 Park Lane Pittsburgh, PA. 15275 Ph#412-490-1249 F#412-490-1205 michael.hively@thermofisher.com
38. All American Poly Attn: Rivka Frank	E-mail Addendum	Sandy Suarez	09/24/09	40 Turner Place Piscataway, NJ. 08854 Ph#732-752-3200 x1124 F#752-2305 Bids03@allampoly.com
39. SOS Survival Products Attn: Johnea Jones	E-mail Addendum	Sandy Suarez	09/24/09	15705 Strathern St. #11 Van Nuys, CA. 91406 Ph#800-479-7998 F#818-909-0360 johnea@sosproducts.com
40. Blue River Medical Attn: Danielle	E-mail Addendum	Sandy Suarez	09/24/09	6255 Barfield Rd. Ste 130 Atlanta, Ga. 30328 vetcare.danielle@gmail.com
41. Saturo Technologies Attn: Isabelle Karakas	E-mail Addendum	Sandy Suarez	09/25/09	ikarakas@saturotechnologies.com
42. Omni2Max Attn: Mary Pead	E-mail Addendum	Sandy Suarez	09/25/09	iamaqtpoo2@aol.com
43. Memco, Inc. Attn: Bob Niemeyer	E-mail Addendum	Sandy Suarez	09/28/09	10701 E Winner Road Ste 230 Independence, Mo. 64052 Ph#816-833-5252 F#816-833-5253 bob.niemeyer@themiddletongroup.com

44. Accessibility Medical Supply, Inc. Attn: Janell Johnson-Arzu	E-mail Addendum	Sandy Suarez	09/28/09	4822 MLK Blvd. Houston, TX. 77021 Ph#713-492-2250 C#443-7419 janelij-a@accessibilitymedicalsupply.com
45. American Screening Corporation Attn: Shawn Kilgarlin	E-mail Addendum	Sandy Suarez	09/28/09	6658 Youree Drive Ste. 180 PMB 404 Shreveport, LA. 71105 Ph#318-2274994 F#227-4996 C#286-8767 accounting@americanscreeningcorp.com
46. PMI Progressive Medical Intern'l Attn: Diana Rayborne	E-mail Addendum	Sandy Suarez NOT INTERESTED	09/29/09	2460 Ash Street Vista, CA. 92081 Ph#888-296-4420 or 839-9495 drayborne@progressivemed.com
47.				
48.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

√ Submitted response to Addendum

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Henry Schein, Incorporated,** a **New York Corporation** d/b/a **Henry Schein Matrix Medical** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Medical Supplies and Equipment"** (the "Services"); and

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

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

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

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

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

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

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

If to Company: Henry Schein, Incorporated
d/b/a Henry Schein Matrx Medical
Attn: Jesse A. Garringer, Vice President
P. O. Box 3227 / 140 Crouch Commercial Court
Irmo, SC 29063

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

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

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

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

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

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Henry Schein, Incorporated
d/b/a **Henry Schein Matrx Medical**

By:_____
Printed Name: Jesse A. Garringer
Title: Vice President

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

1. **Request For Bid Letter, consist of __1___ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__5 pages.**
4. **Exhibit "B" Bid Page, consists of __4__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __4__ pages.**
9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

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

September 21, 2009

Martha L. Salazar, CPPB
Purchasing Agent

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"MEDICAL SUPPLIES AND EQUIPMENT"**
Bid No: 2009-386-10-07-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

BID OPENING DATE:
OCTOBER 07, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "MEDICAL SUPPLIES AND EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. 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-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	**October 07, 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 Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

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

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

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

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

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

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

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

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

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

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12``X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¼" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BID PAGE

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.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS--20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12``X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¼" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 05/25/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: **ADDENDUM NO.1**

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for **"MEDICAL SUPPLIES AND EQUIPMENT".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/sgs
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 0f 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS **HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT".**

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS=>20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X 1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"

VENDOR'S BID

&

Itemized Bid Tabulation for Henry Schein, Inc. d/b/a Henry Schein Matrx Medical

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

AWARDED ITEMS TO HENRY SCHEIN MEDICAL.

DESCRIPTION ITEMS	PRICE
MULTISTIX 10 SG. DIB AND READ TESTS	$48.45
ALCOHOL ISOPROPYL 70 %	$ 0.95
LINDANE SHAMPOO 1 %	$ 124.37
ALCOHOL PREP PADS	$ 0.92
STERILE H2O	$0.95
NS FOR IRRIGATION	$1.02
IV TUBING	$1.19
N-95 RESPIRATOR MASKS	$7.11
SOFT PROCEDURE MASKS W/EAR LOOP	$1.95
ULTRA SOUND GEL	$0.95
SUTURE SETS	$144.49
SUTURE REMOVAL KITS	$22.01
COLOSTOMY DRAINABLE POUCHES SIZE 2 3/4	$38.85

DIAGNOSTIC PEN LIGHTS	$4.79
COTTON TIP APPLICATORS 6" NON-STERILE	$2.55
SYRINGES WITH NEEDLES 5 cc GUAGE 1"	$12.51
SCAPLE STERILE STAINLESS	$3.79
TONGUE BLADE DEPRESSORS	$28.61
TELA PADS 3"X4" ADHESIVE	$5.69
BAND AIDS 1"X3"	$1.01
BUTTERFLY STRIPS LARGE 2 ¾ X ½"	$1.42
ALCOHOL PREPS WEBCOL	$0.92
KY JELLY OR EQUAL	$0.80
SPHYGMOMANOMETERS ANERIOD LARGE RESISTANCE KING	$7.07
TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	$142.01
IRRIGATION EYE SOLUTION	$1.25
EXPANDOVER ELASTIC MEDICAL TAPE 1"X 5YDS	$25.08
QUICK ICE INSTANT COLD	$5.91

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

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.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
0 **% above AWP**	$ —
100 **% below AWP**	$ 1,020.74
Generic Brand	
0 **% above AWP**	$ —
100 **% below AWP**	$ —
Regular business hours are from	8 a.m. to 6 p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmary medical supplies	10.5 %
Regular business hours are from	8 a.m. to 6 p.m.

Henry Schein
Mahwah

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	48.55
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	90.31
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	1.55
4	KERLIX OTC	50 ROLLS	.68
5	ETOH PREP OTC	10 BOXES	No Bid
6	ALCOHOL ISOPROPYL 70% OTC		.95
7	HYDROGEN PEROXIDE OTC		.57
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	124.37
9	ALCOHOL PREP PADS *OTC*	50 BOXES	.92
10	IV CANNULAS *OTC*	150 CANNULAS	1.25
11	IV START KITS *OTC*	150 KITS	.89
12	STERILE H2O *OTC*	200 BOTTLES	.95
13	NS FOR IRRIGATION *OTC*		1.02
14	IV POLES *OTC*	2	34.85
15	IV TUBING *OTC*	150 SETS	1.19
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	.85
17	STAPLE REMOVER KITS	25 KITS	3.70
18	STERILE COTTON APPLICATOR SWABS	10 CASES	16.61
19	N-95 RESPIRATOR MASKS	75 BOXES	7.11
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		1.95
21	WELCH PROBE COVERS	150 BOXES	7.87
22	ULTRA SOUND GEL	10 TUBES	.95
23	SYRINGES WITH NEEDLES	100 BOXES	6.65
24	LIFESCAN UNISTIX	250 BOXES	14.49
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	.53
26	SUTURE SETS	10 BOXES	144.49
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	22.01
28	SUTURES	10 BOXES	54.83

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	38.85
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	42.65
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	4.79
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	2.55
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	7.45
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	4.57
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	50.41
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	12.51
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	3.79
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	2.13
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	28.61
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	5.69
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	1.01
42	BUTTERFLY STRIPS MED. 1¼" X 3/8"	100/BOX = 5BOXES	4.55
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	1.42
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	.92
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	.80
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		7.07
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	142.01
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	1.25
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	36.73
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	25.08
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	5.91

OPENED

10:05 am

10-07-09

Witnessed

2009-386-10-07-SGS

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: HENRY SCHEIN/MTX MEDICAL

ADDRESS: PO BOX 3227

CITY/STATE/ZIP CODE: IRMO, SC 29063

PHONE & FAX NO.'S: PH# 800 845 3550 FX 800 533-4793

CELL PHONE: 803 622 7771

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: JESSE A. BARRINGER

TITLE: VICE PRESIDENT

EMAIL ADDRESS: JESSE.BARRINGER@HENRYSCHEIN.COM

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2009

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

PHONE (866) 283-7122 FAX (847) 953-5390

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	Liberty Mutual Insurance Co.	23043
INSURER D:	Noetic Specialty Insurance Co	17400
INSURER E:		

INSURED
Henry Schein, Inc.
Dba: Henry Schein Matrix Medical
135 Duryea Road
Melville NY 11747 USA

Holder Identifier :

COVERAGES SIR applies per terms and conditions of the policy

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	TB2621093363039	08/30/2009	08/30/2010	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS - COMP/OP AGG	Excluded
C		**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS [ ] [ ]	AS2-621-093363-049	08/30/2009	08/30/2010	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO [ ]				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	WA762D093363019	08/30/2009	08/30/2010	[X] WC STATUTORY LIMITS [ ] OTHER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
D		**OTHER** Products Liab	N09NY380017	08/30/2009	08/30/2010	Aggregate	$1,000,000
						Per Occurrence	$1,000,000

Certificate No : 570037086831

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
County of Hidalgo is named as additional insured on the above policies with respect to bid# 2009-10-07-SGS.

CERTIFICATE HOLDER
Hidalgo County
2812 S. Highway Bus. 281
Edinburg TX 78539 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast Inc.

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The ACORD name and logo are registered marks of ACORD

Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Wednesday, December 16, 2009 11:21 AM
To: 'Leticia Saenz'
Subject: FW: Review / Approval of Draft Agreement w/Henry Schein Inc dba Henry Schein Matrix-HCSO

FYI

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, December 16, 2009 11:10 AM
To: Ramon
Subject: Re: Review / Approval of Draft Agreement w/Henry Schein Inc dba Henry Schein Matrix-HCSO

The Schein agreement is fine.

----- Original Message -----
From: Ramon
To: scrain@atlashall.com
Sent: Wednesday, December 16, 2009 10:30 AM
Subject: FW: Review / Approval of Draft Agreement w/Henry Schein Inc dba Henry Schein Matrix-HCSO

FYI

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, December 16, 2009 10:14 AM
To: 'Martha Salazar'; 'Ramon'
Cc: darlene.betancourt@co.hidalgo.tx.us
Subject: Review / Approval of Draft Agreement w/Henry Schein Inc dba Henry Schein Matrix-HCSO
Importance: High

Ms. Marty or Mr. Vela,

Can you please have legal counsel review and approve the attached agreements in order to place on the next CC agenda for final approval.

Please advise.

Thanks!

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386A-12-22

THIS CONTRACT is made and entered into this **22rd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Velacorp Pharmacists, Incorporated,** a, **Texas Corporation** d/b/a **San Juan Pharmacy** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Medical Supplies and Equipment"** (the "Services"); and

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

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

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

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

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

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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: Velacorp Pharmacists, Incorporated
d/b/a San Juan Pharmacy
Attn: John A. Rodriguez, President
1205 North Raul Longoria, Suite F
San Juan, Texas 78589

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

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

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

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

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

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
Velacorp Pharmacists, Incorporated d/b/a
San Juan Pharmacy

By:_____
Printed Name: John A. Rodriguez
Title: President

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

1. **Request For Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__5__pages.**
4. **Exhibit "B" Bid Page, consists of __4__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __4__ pages.**
9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 21, 2009

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"MEDICAL SUPPLIES AND EQUIPMENT"**
Bid No: 2009-386-10-07-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

BID OPENING DATE:
OCTOBER 07, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "MEDICAL SUPPLIES AND EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. 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-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	**October 07, 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 Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

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

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

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

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

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

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

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

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

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

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS. OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BID PAGE

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.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC		BRAND-
	SAME		GENERIC-
7	HYDROGEN PEROXIDE OTC		BRAND-
	SAME H2O2		GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
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41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with **"HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for **"MEDICAL SUPPLIES AND EQUIPMENT".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 0f 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS **HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT"**.

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"

VENDOR'S BID

&

Itemized Bid Tabulation for
Velacorp Pharmacists, Inc. d/b/a
San Juan Pharmacy

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

AWARDED ITEMS TO SAN JUAN PHARMACY

	DESCRIPTION ITEMS	PRICE
	PHYSICIAN'S DESK REFERENCE	$ 80.00
	ETOH PREP OTC 16oz	$ 20.00
	HYDROGEN PEROXIDE OTC	$ 0.55
	STERILE COTTON APPLICATOR SWABS	$13.21
	SYRINGES WITH NEEDLES 0.37x12.7 ml 28 G ½ needle	$ 5.40
	ELECTRODES FOR WELCH/ALLEYN EKG	$11.87
	SELF ADHERING GAUZE 12''X10"YDS X1" W various sizes & amounts	$ 31.02

San Luis

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

#	DESCRIPTION MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- 58.25 GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	80.00
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	BRAND- GENERIC- 15.89
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC- 20.00
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC- 1.46
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC- .55
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	130.00
9	ALCOHOL PREP PADS *OTC*	50 BOXES	2.28
10	IV CANNULAS *OTC*	150 CANNULAS	1.02
11	IV START KITS *OTC*	150 KITS	1.52
12	STERILE H2O *OTC*	200 BOTTLES	34.02
13	NS FOR IRRIGATION *OTC*		7.65
14	IV POLES *OTC*	2	25.90
15	IV TUBING *OTC*	150 SETS	2.62
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX - 10 BOXES	33.47
17	STAPLE REMOVER KITS	25 KITS	1.66
18	STERILE COTTON APPLICATOR SWABS	10 CASES	13.21
19	N-95 RESPIRATOR MASKS	75 BOXES	22.00
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		3.95
21	WELCH PROBE COVERS	150 BOXES	7.73
22	ULTRA SOUND GEL	10 TUBES	1.68
23	SYRINGES WITH NEEDLES	100 BOXES	5.40
24	LIFESCAN UNISTIX	250 BOXES	18.41
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	11.87
26	SUTURE SETS	10 BOXES	148.37
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	2.57

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	54.50
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	28.37
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	59.37
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	8.32
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	37.50
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	74.70
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	31.02
35	STERILE EYE PADS. OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	7.28
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	35.70
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	4.87
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	120.00
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	6.76
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	96.43
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	3.41
42	BUTTERFLY STRIPS MED. 1¼" X 3/8"	100/BOX = 5BOXES	9.36
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	61.20
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	1.36
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	1.73
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		26.85
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	3.82
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	1.41
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	15.84
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	91.34
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	15.05

OPENED

10:00am

10-07-09

Witnessed

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: VELACORP PHARMACISTS, INC.

ADDRESS: 1205 N. PAUL LONGORIA, SUITE F

CITY/STATE/ZIP CODE: SAN JUAN, TX 78589

PHONE & FAX NO.'S: PH 956.782.6337 FX 956.702.0697

CELL PHONE: 956.566.9337

AUTHORIZED SIGNATURE: X

PRINTED NAME: JOHN A. RODRIGUEZ

TITLE: PRESIDENT

EMAIL ADDRESS: JRODRIGUEZ1997RX@AOL.COM

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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
Velacorp Pharmacists, Inc. DBA
San Juan Pharmacy
1205 N. Raul Longoria Rd., Suite F
San Juan, TX 78589

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B: America First Insurance	12696
INSURER C: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	BOP8464314	06/24/09	06/24/10	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$4,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$4,000,000
A		AUTOMOBILE LIABILITY	BA8464714	06/24/09	06/24/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[X] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	CU8465314	06/24/09	06/24/10	EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000272102	06/24/09	06/24/10	[X] WC STATUTORY LIMITS [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is listed as additional insured

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S. Hwy Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Tuesday, December 15, 2009 8:23 AM
To: 'Leticia Saenz'
Subject: FW: Reviw & Approval of Draft Contract-C-09-386A-12-22-San Juan Pharmacy

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, December 15, 2009 7:39 AM
To: Ramon
Subject: Re: Reviw & Approval of Draft Contract-C-09-386A-12-22-San Juan Pharmacy

The draft agreement is fine.

----- Original Message -----
From: Ramon
To: scrain@atlashall.com
Sent: Monday, December 14, 2009 4:39 PM
Subject: FW: Reviw & Approval of Draft Contract-C-09-386A-12-22-San Juan Pharmacy

FYI

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, December 14, 2009 4:30 PM
To: 'Martha Salazar'; 'Ramon'
Cc: darlene.betancourt@co.hidalgo.tx.us; 'Sandy Suarez'
Subject: Reviw & Approval of Draft Contract-C-09-386A-12-22-San Juan Pharmacy
Importance: High

Ms. Marty / Mr. Vela,

Please send to legal counsel for review and approval the attached "draft" contract document#C-09-386A-12-22 for: "Medical Supplies and Equipment" with Velacorp Pharmacists, Incorporated d/b/a San Juan Pharmacy.

Please advise, so, as to place on the next CC agenda of 12/22/09 for award of bid and contract.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business I-Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-7.86 fax (956) 318-2629

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386B-12-22

THIS CONTRACT is made and entered into this **22rd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **QuadMed, Incorporated** a, **Florida Corporation** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Medical Supplies and Equipment"** (the "Services"); and

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

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

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

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

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

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

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

If to Company: QuadMed, Incorporated
Attn: Aaron L. Pratt, Bids/Purchasing Manager
11210-1 Philips Industrial Boulevard
Jacksonville, Florida 32256

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

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

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

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

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

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: QuadMed, Incorporated

By:_____
Printed Name: Aaron L. Pratt
Title: Bids/Purchasing Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

1. **Request For Bid Letter, consist of __1___ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__5 pages.**

4. **Exhibit "B" Bid Page, consists of __4__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __4__ pages.**

9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 21, 2009

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"MEDICAL SUPPLIES AND EQUIPMENT"**
Bid No: 2009-386-10-07-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

BID OPENING DATE:
OCTOBER 07, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "MEDICAL SUPPLIES AND EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. 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-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	**October 07, 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 Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

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

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

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

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

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

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

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

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

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

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. ¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BID PAGE

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.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
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11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
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36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for **"MEDICAL SUPPLIES AND EQUIPMENT".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 0f 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. I dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS **HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT".**

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

AWARDED ITEMS TO QUAD MED, INC.

DESCRIPTION ITEMS	PRICE
KERLIZ 16 OZ	$1.73
IV CANNULA	$ 0.38
SPUFFLE PLASTIC ¾ OZ SQUAT CUPS	$ 0.73
SOF-KLING CONFIRMING BANDAGE 3X4"/ 1YD	$ 1.29
STERILE EYE PADS, OVAL 2c" X 2 c"	$3.98
BUTTERFLY STRIPS –MED 1 ¾ x 3/8"	$1.48

Quad

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION				
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT	
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	No Bid	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	$87.83/ea	N/S
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	No Bid	
4	KERLIZ OTC	50 ROLLS		
5	ETOH PREP OTC	10 BOXES	~~$1.73/pk 6 rolls~~ No Bid	~~Efa-1003~~
6	ALCOHOL ISOPROPYL 70% OTC		$2.09	Efa-4101
7	HYDROGEN PEROXIDE OTC		$1.01	Efa-1.01
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	No Bid	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	$1.44/bx 200	Efa-4150
10	IV CANNULAS *OTC*	150 CANNULAS	$0.38/ea	Eaw-2000
11	IV START KITS *OTC*	150 KITS	$1.09/ea	Edi-3499
12	STERILE H2O *OTC*	200 BOTTLES	No bid	
13	NS FOR IRRIGATION *OTC*		No Bid	
14	IV POLES *OTC*	2	$83.44/ea	Ebb-486000
15	IV TUBING *OTC*	150 SETS	$0.95/ea	Edi-3239
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	$0.73/pk 100	Efa-4599
17	STAPLE REMOVER KITS	25 KITS	$1.54/ea	Emi-9233
18	STERILE COTTON APPLICATOR SWABS	10 CASES	$3.20/bx 100	Efa-4411
19	N-95 RESPIRATOR MASKS	75 BOXES	$19.60/bx 20	Eic-5162
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		$3.95/bx 50	Eic-5154
21	WELCH PROBE COVERS	150 BOXES	$15.25/bx 200	Edi-7455
22	ULTRA SOUND GEL	10 TUBES	$2.95/tube 8.5 oz	N/S
23	SYRINGES WITH NEEDLES	100 BOXES	$38.13/bx 100	Edi-3400-mon
24	LIFESCAN UNISTIX	250 BOXES	$19.38/bx 100	Edi-3287
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	$52.60/pr	Edi-3164
26	SUTURE SETS	10 BOXES	No Bid	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	$3.06/ea	Emi-9232
28	SUTURES	10 BOXES	No bid	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	No Bid	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	No Bid	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	$5.40/pk 5	Emi-7120
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	$3.72/pk 100	Efa-4410
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	$1.29/bx 12	Efa-1001
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	No Bid	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	$3.98/bx 50	Efa-1119
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	$15.00/bx100	Edi-3406N
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	$4.25/bx10	Edi-7226
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	No Bid	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	$4.36/bx 500	Efa-4417
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	$6.51/bx 100	Efa-1047
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	$1.38/bx 100	Efa-1101
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	$1.48/bx 100	Efa-1099
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	$2.01/bx 100	Efa-1099L
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	$2.99/bx 200	Efa-4151-k
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	$2.11/tube 4.25 oz	Efa-4172
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		$7.63/ea	Edi-7303
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	No Bid	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	$1.56/btl	Efa-4301
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	$24.24/bx 30	Efa-1079
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	$21.59/bx 12	Efa-1131
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	$9.95/cs 24	Efa-4200

OPENED
10:03am
10-07-09
Witnessed

2009-386-10-07-SGS

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

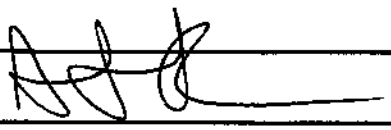
BIDDER/COMPANY NAME: QuadMed, Inc

ADDRESS: 11210-1 Philips Industrial Blvd

CITY/STATE/ZIP CODE: Jacksonville, Fl 32256

PHONE & FAX NO.'S: Phone: 904.880.2323 Fax: 904.880.2303

CELL PHONE: 904.880.2323

AUTHORIZED SIGNATURE: 

PRINTED NAME: Aaron L. Pratt

TITLE: Bids/Purchasing Manager

EMAIL ADDRESS: aaron@quadmed.com

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2009

PRODUCER Phone: (904) 730-0600 Fax: (904) 731-7072
DONOVAN INSURANCE INC
P O BOX 24960
JACKSONVILLE FL 32241-4960

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Southern Owners Insurance Co	10190
INSURER B:	Maryland Casualty Co	19356
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
QUADMED INC
11210 PHILIPS INDUSTRIAL BLVD E
JACKSONVILLE FL 32256

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	7865563209	07/23/09	07/23/10	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED. EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 3,000,000
						PRODUCTS-COMP/OP AGG.	$ Not Included
							$
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	7865563209	07/23/09	07/23/10	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0215091202	02/03/09	02/03/10	[ ] WC STATU-TORY LIMITS [ ] OTHER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE-EA EMPLOYEE	$ 500,000
						E.L. DISEASE-POLICY LIMIT	$ 500,000
		OTHER:					

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539

Attention:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian P. Donovan

© ACORD CORPORATION 1988

Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Wednesday, December 16, 2009 4:46 PM
To: 'Leticia Saenz'
Subject: FW: Review / Approval of Draft Contract Documents

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, December 16, 2009 4:41 PM
To: Ramon
Subject: Re: Review / Approval of Draft Contract Documents

Both of these contracts are fine.

----- Original Message -----
From: Ramon
To: scrain@atlashall.com
Sent: Wednesday, December 16, 2009 4:28 PM
Subject: FW: Review / Approval of Draft Contract Documents

FYI

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, December 16, 2009 10:23 AM
To: 'Ramon'
Cc: 'Martha Salazar'
Subject: FW: Review / Approval of Draft Contract Documents
Importance: High

Mr. V,

Can you follow up on the attached draft agreements emailed yesterday to Ms. Marty and yourself and see if Mr. Crain has already reviewed and approved, so, I can advise Sandy (Buyer I) to proceed to place on for next weeks CC meeting.

Also, I have just emailed another draft that belongs to the same project as this will be a "multiple award" bid for: ***"Medical Supplies and Equipment"*** for the ***Hidalgo County Sheriff's Office***. He's already approved one of the agreements and I'm lacking three which will make it a total of four (4) contracts for this project.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, December 15, 2009 2:34 PM
To: 'Martha Salazar'
Cc: 'Ramon'; 'darlene.betancourt@co.hidalgo.tx.us'; 'Sandy Suarez'
Subject: Review / Approval of Draft Contract Documents
Importance: High

Ms. Marty,

Can you please have legal counsel review and approve the attached agreements in order to place on the next CC agenda for final approval.

Please advise.

Thanks!

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386C-12-22

THIS CONTRACT is made and entered into this **22rd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **United Medical Supplies, Incorporated** a, **New Jersey Corporation** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Medical Supplies and Equipment"** (the "Services"); and

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

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

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

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

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

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

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

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	United Medical Supplies, Incorporated Attn: Dagmara Galik, Sales Manager 25 Craig Place North Plainfield, NJ 07060

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

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

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

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

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

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
United Medical Supplies, Incorporated

By:_____
Printed Name: Dagmara Galik
Title: Sales Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

1. **Request For Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__5__pages.**
4. **Exhibit "B" Bid Page, consists of __4__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __4__ pages.**
9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 21, 2009

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"MEDICAL SUPPLIES AND EQUIPMENT"**
Bid No: 2009-386-10-07-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

BID OPENING DATE:
OCTOBER 07, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "MEDICAL SUPPLIES AND EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. 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-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	**October 07, 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 Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

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

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

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

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

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

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

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

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

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

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BID PAGE

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.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS=>20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¼" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 09/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for **"MEDICAL SUPPLIES AND EQUIPMENT".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 0f 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS **HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT".**

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"

VENDOR'S BID

&

Itemized Bid Tabulation for

United Medical Supplies, Incorporated

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

AWARDED ITEMS TO UNITED MEDICAL SUPPLIES

DESCRIPTION ITEMS	PRICE
IV START KITS	$0.695
IV POLES	$18.56
STAPLE REMOVER KITS	$ 1.106
LIFESCAN UNISTIX	$ 12.66
SUTURES	$ 616.93
STOMAHESIVE FLEXIBLE WAFERS SIZE 2 3/4	$4.199

Amended

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

#	DESCRIPTION MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	NO BID
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	NO BID
3	TOE NAIL CLIPPERS SMALL PATTERSON MEDICAL #556284	0 ITEMS	6.786/ea
4	KERLIX OTC KENDALL #KND 3324	50 ROLLS	2.106/ea
5	ETOH PREP OTC	10 BOXES	NO BID
6	ALCOHOL ISOPROPYL 70% OTC MEDLINE #MDS 098003 Z		1.836/ea
7	HYDROGEN PEROXIDE OTC		NO BID
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	NO BID
9	ALCOHOL PREP PADS *OTC* TRIAD #103101 200ea/bx	50 BOXES	2.256/box 200ea/b
10	IV CANNULAS *OTC* DYNAREX#5205	150 CANNULAS	0.477/ea
11	IV START KITS *OTC* MEDLINE #DYND 74083	150 KITS	0.695/ea
12	STERILE H2O *OTC* BBRAUN #R-5001-01	200 BOTTLES	1.957/ea
13	NS FOR IRRIGATION *OTC*		NO BID
14	IV POLES *OTC* INVACARE # ISG 10170	2	18.56/ea
15	IV TUBING *OTC*	150 SETS	NO BID
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC* SWEETHEART CUPS #0503 1000ea/bx	1M/BOX = 10 BOXES	10.296/box
17	STAPLE REMOVER KITS DYNAREX #4522	25 KITS	1.106/ea
18	STERILE COTTON APPLICATOR SWABS MEDLINE #NDS 202010 2000 ea/cs	10 CASES	26.65/cs
19	N-95 RESPIRATOR MASKS DYNAREX # 2295 20ea/bx	75 BOXES	12.46/bx
20	SOFT PROCEDURE MASKS WITH EAR LOOPS DYNAREX #2201		0.05/ea
21	WELCH PROBE COVERS WELCH-ALLYN #WA 05031-10 250ea/bx	150 BOXES	14.89/bx
22	ULTRA SOUND GEL CHESTER LABS #001205	10 TUBES	1.903/ea
23	SYRINGES WITH NEEDLES	100 BOXES	NO BID
24	LIFESCAN UNISTIX LIFESCAN ONE TOUCH #20393	250 BOXES	12.66/bx
25	ELECTRODES FOR WELCH/ALLEYN EKG WELCH-ALLYN #6200-09	100 SETS	4.00/ea
26	SUTURE SETS MEDICAL ACTION #56605 50ea/bx	10 BOXES	65.47/bx 500ea/bx
27	SUTURE REMOVAL KITS DYNAREX #4521	50 KITS/CASE = 10 CASES	28.41/cs
28	SUTURES NYLON 12ea/bx ALCON LABS #8065198501	10 BOXES	616.93/bx

COPY

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾" HOLLISTER #18174 10 ea/box	10 BOXES	31.564/6x ;10ea/b
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾" CONVA TEC #SQ 401 432 1ea/ea	10 BOXES	4.199/ea
31	DIAGNOSTIC PEN LIGHTS ADC #351 6/pk	6/PKG = 4 PKGS	7.826/pk
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped) DYNAREX # 4302 10M/CS	1M/CASE = 1 CASE	38.129/cs 10M/cs
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS AMD #306 30ea/cs	96/CASE=50 ROLLS	32.89/cs 30ea/cs
34	SELF ADHERING GAUZE 12"X10"YDS X1" W DYNAREX # 3562	12/BOX=10 BOXES	9.188/6x
35	STERILE EYE PADS, OVAL 2c" X 2c" DYNAREX #3360	50/12 CTNS / CASE = 2 CASE	57.187/cs
36	SYRINGES WITH NEEDLE 5CC GAUGE 1" MEDLINE #NPM5D 05L 2125 (21GA)	100/BOX = 60 BOXES	22.032/6x
37	SCALPEL STERILE STAINLESS DYNAREX #4110	10/BOX = 20 BOXES	5.356/6x
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	NO BID
39	TONGUE BLADE DEPRESSORS DYNAREX #4312 N/S	500/10 BOXES/CASE=1 CASE	38.129/case
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	NO BID
41	BAND-AIDS 1" X 3" DYNAREX # 3602 (SHEER)	100/BOX = 15 BOXES	1.651/6x
42	BUTTERFLY STRIPS MED. 1¾" X 3/8" DYNAREX #3615	100/BOX = 5BOXES	1.776/6x
43	BUTTERFLY STRIPS LARGE 2¾" X ½" DYNAREX #3616	100/BOX= 5 BOXES	2.411/6x
44	ALCOHOL PREPS WEBCOL KENDALL #6818	200/BOX = 15 BOXES	2.271/6x
45	K-Y JELLY OR EQUAL 4oz/tube	3 OZ/TUBES = 10 TUBES	1.174/tube
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		NO BID
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	NO BID
48	IRRIGATIVE EYE SOLUTION MEDLINE #MDQ 19818	4 OZ/BTL = 10 BOTTLES	2.941/ea 6#1
49	SELF-ADHERENT BANDAGE 1" X 5 YDS. INVACARE #1SG20B 9675 72ea/bx	24/BOX = 20 BOXES	34.125/6x 72ea/6x
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS. DYNAREX # 3667 144ea/cs	48/CASE = 1 CASE	156.60/cs 144ea/cs
51	QUICK ICE INSTANT COLD (SMALL) DYNAREX#HS11	24/CASE = 12 CASES	9.724/cs

OPENED

10:01am
10-07-09

Witnessed

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

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.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$
% below AWP	$ N/A
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: UNITED MEDICAL SUPPLIES, Inc.

ADDRESS: 25 CRAIG PLACE

CITY/STATE/ZIP CODE: NORTH PLAINFIELD, NJ 07060

PHONE & FAX NO.'S: 908-757-0075 ; 908-757-0079

CELL PHONE: _____

AUTHORIZED SIGNATURE: Dagmara Galik

PRINTED NAME: DAGMARA GALIK

TITLE: SALES MANAGER

EMAIL ADDRESS: info@unitedmedsupplies.com

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID RF UNITE-4 | DATE (MM/DD/YYYY) 12/14/09

PRODUCER

VILLAGE GREEN INSURANCE AGENCY
45 C PROSPECT ST
MIDLAND PARK NJ 07432
Phone: 201-445-2170 Fax:201-445-9623

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

United Medical Supplies Inc.
25 Craig Place
North Plainfield NJ 07060

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA INSURANCE COMPANY	342
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	B4017620175	07/25/09	07/25/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	2648339	07/25/09	07/25/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W4017620175	09/02/09	09/02/10	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

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

Certificate Holder is named as additional insured.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ronald Fermanez

ACORD 25 (2001/08)

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Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Wednesday, December 16, 2009 4:46 PM
To: 'Leticia Saenz'
Subject: FW: Review / Approval of Draft Contract Documents

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, December 16, 2009 4:41 PM
To: Ramon
Subject: Re: Review / Approval of Draft Contract Documents

Both of these contracts are fine.

----- Original Message -----
From: Ramon
To: scrain@atlashall.com
Sent: Wednesday, December 16, 2009 4:28 PM
Subject: FW: Review / Approval of Draft Contract Documents

FYI

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, December 16, 2009 10:23 AM
To: 'Ramon'
Cc: 'Martha Salazar'
Subject: FW: Review / Approval of Draft Contract Documents
Importance: High

Mr. V,

Can you follow up on the attached draft agreements emailed yesterday to Ms. Marty and yourself and see if Mr. Crain has already reviewed and approved, so, I can advise Sandy (Buyer I) to proceed to place on for next weeks CC meeting.

Also, I have just emailed another draft that belongs to the same project as this will be a "multiple award" bid for: ***"Medical Supplies and Equipment"*** for the ***Hidalgo County Sheriff's Office***. He's already approved one of the agreements and I'm lacking three which will make it a total of four (4) contracts for this project.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, December 15, 2009 2:34 PM
To: 'Martha Salazar'
Cc: 'Ramon'; 'darlene.betancourt@co.hidalgo.tx.us'; 'Sandy Suarez'
Subject: Review / Approval of Draft Contract Documents
Importance: High

Ms. Marty,

Can you please have legal counsel review and approve the attached agreements in order to place on the next CC agenda for final approval.

Please advise.

Thanks!

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

AI-19065 **20.F.1.**

Nomination to Lease Land for Mineral Development

CC REGULAR

Date:	12/22/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Right of Way

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and action to the sole bid received to the RFB-"Nomination of Intention to Lease Land for Mineral Development" project property decribed as: " 0.68 Acres, more or less a part of Farm Track 522, West Tract Subdivision, Hidalgo County, Texas" from Esenjay Petroleum Corporation;

b. Requesting approval to execute "Paid-up Oil, Gas and Mineral Lease" document from Esenjay Petroleum Corporation for the property described herein with a term of one year including acceptance of nomination amount of $350.28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-362-20-000-000-0-000

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

BUDGETARY IMPACT:

Revenues to be received due to mineral developing.

Attachments

Link: Nomination Memo

Link: Paid-Up Lease

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2009 12:03 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 01:23 PM	APRV
3	Olga Garza	Olga Garza	12/18/2009 03:05 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW

Form Started By: Gricelda Villarreal Started On: 12/16/2009 04:12 PM

Final Approval Date: 12/18/2009

ESENJAY
PETROLEUM CORPORATION

November 30, 2009

Hidalgo County, Texas
The Hidalgo County Purchasing Department
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

OPENED
9:43am
12/02/09
Witnessed

Attention: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Re: Bid No.:09-448-12-02CGV
Hidalgo County, Texas Lease
0.68 gross acres/0.34 net acres
Salmon Prospect
Hidalgo County, Texas

TO WHOM IT MAY CONCERN:

Our representative Buckaroo Fuel Company nominated the above referenced 0.68 acre tract on behalf of Esenjay Oil & Gas, Ltd. a copy of the nomination letter dated October 14, 2009, is attached for your reference as Exhibit "A". Esenjay herewith submits its bid for an Oil, Gas and Mineral Lease ("Lease") with Hidalgo County ("Hidalgo County") covering Hidalgo County's interest and rights in and to that certain 0.68 Acres, more or less a part of Farm Tract 522, West Tract Subdivision, Hidalgo County, Texas; said 0.68 acres, being the same lands described in a Warranty Deed dated September 1, 1959, from Santos Vargas, Concepcion Vargas and Julia Vargas, to Hidalgo County, Texas, Trustee, recorded in Volume 958, at Page 6 of the Deed Records, Hidalgo County Texas, shown as Tract 9.2 on the plat attached hereto as Exhibit "B".

Esenjay respectfully offers the following consideration and terms as its bid for a Lease covering said 0.68 acre tract for your review and approval, to-wit:

1. A bonus consideration of Five Hundred Fifteen and No/100 Dollars ($515.00) per acre for a total of Three Hundred Fifty and 20/100 Dollars ($350.20) for the Lease;

2. Provide for a term of one (1) year;

3. Provide for a royalty interest of One Fourth (1/4th);

4. Provide for a One (1) year extension for a consideration of Five Hundred Fifteen and No/100 Dollars ($515.00) per acre.

In accordance with the Request for Bid ("RFB") packet, please find enclosed one (1) original and three (3) copies of Esenjay's Bid Letter along with the following items (i) Esenjay's RFB acknowledgement of receipt of all pages and documents referenced on the Invitation to Bid

500 N. WATER ST., SUITE 1100 S • CORPUS CHRISTI, TEXAS 78471
(361) 883-7464 • Fax (361) 883-3244

Checklist, (ii) Paid Up Oil, Gas and Mineral Lease, (iii) Bidder/Vendor Application Form, (iv) IRS Form W-9 and (v) copy of executed Conflict of Interest Questionnaire Form.

After you have reviewed and considered the above bid, please indicate your approval in the space provided below and return one copy of this letter by fax for our files. We have enclosed herewith our Cashiers Check No. 4337666 in the amount of Three Hundred Fifty and 20/100 Dollars ($350.20). Thank you for your consideration and support in our efforts to further develop the area.

Sincerely,

ESENJAY OIL & GAS, LTD. by
Esenjay Petroleum Corporation,
its General Partner

Linda D. Schibi
Vice President Land

AGREED AND ACCEPTED

this _____ day of _____, 2009.

HIDALGO COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Enclosures:
(i) Esenjay's RFB acknowledgment
(ii) Paid Up Oil, Gas and Mineral Lease
(iii) Bidder/Vendor Application Form
(iv) IRS Form W-9
(v) Copy of executed Conflict of Interest Questionnaire Form

EXHIBIT A

0.68 acres of land, more or less, a part of Farm Tract 522, West Tract Subdivision, Hidalgo County, Texas; said 0.68 acres, more or less, being the same lands described in a Warranty Deed dated September 1, 1959, from Santos Vargas, Concepcion Vargas and Julia Vargas to Hidalgo County, Texas, Trustee, recorded in Volume 958, at Page 6 of the Deed Records, Hidalgo County, Texas.

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this ____ day of _____ 2009, between Hidalgo County hereinafter called "Lessor" (whether one or more), whose address is 2802 S. Business, Hwy 281, New Administration Building, Edinburg, Texas 78539 and **Esenjay Oil & Gas, Ltd.** hereinafter called "Lessee" whose address is **500 North Water Street, Suite 1100 South, Corpus Christi, Texas 78471.**

1. Lessor, in consideration of ten and no/100's and other valuable consideration Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things the thereon to produce, save, take care of treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in HIDALGO County, Texas to wit:

> "**0.68 Acres,** more or less, a part of Farm Tract 522, West Tract Subdivision, Hidalgo County, Texas; said of 0.68 acres, more or less being the same lands described in a Warranty Deed dated September 1, 1959, from Santos Vargas, Concepcion Vargas and Julia Vargas to Hidalgo County, Texas, Trustee, recorded in Volume 958, at Page 6 of the Deed Records, Hidalgo County Texas;

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, the herein described land up to the boundaries of the abutting landowners, the lease lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.68** acres, whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of **one (1)** years from this date (called "primary term"), and as long as thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part there of is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This a PAID-UP LEASE. In consideration of the down cash payment, Lessor aggress that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) deliver in kind to lessor, at the well, or to the credit of lessor into the pipeline or storage tank to which the well may be connected, the **one-fourth (1/4th)** part of all oil (including condensate) produced and saved from the leased premises. In lieu thereof, lessee shall have the option, at any time, to sell lessor's oil, in which case lessor's royalty shall be based on lessee's net proceeds at the lease, or to purchase lessor's oil for the value of such oil at the lease, In any event, lessor's interest shall be free of all costs of production, but shall bear its proportionate part of production and similar taxes, and shall share proportionately with lessee in any costs to market, transport, or condition the oil, (b) to pay lessor for gas, (including casing head gas, all gaseous substances, and all other constituents thereof) produced and sold from the leased premises, **one-fourth (1/4th)** part of the net proceeds at the lease form the sale of such gas, after deducting lessor's proportionate part of production, and other similar taxes; lessor's interest to be free of all costs of production, but to bear proportionately with lessee any costs incurred by lessee to market the gas, deliver the gas to a market off the leased premises, or to dehydrate, compress, process, treat, or otherwise place such gas marketable condition; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used of said land by Lessee and not benefiting Lessor, the market at the mouth of the well of **one-fourth (1/4th)** of the gas so used off said land; (d) on all minerals mined and marketed, **one-fourth (1/4th)** either in kind or value at the well or mine, at Lessse's election, except that on sulphur the royalty shall be One Dollar ($1.00) per long ton: and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (f)

the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereinunder if the well were producing, or deposit to their credit in the SEND DIRECTLY TO LESSOR'S ADDRESS Bank (Account No._____), _____ Dollars $.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of sum shall be made on or before either, (1) ninety (90) days from the date such well or wells are shut-in: (2) ninety (90) days from the effective date for inclusion of said land or portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases the to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made of tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof any production from said land during any annual period for which such advanced annual payment has been made, Lessee's failure to pay or tender or to pay or tender properly of timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interest, whether or not owned by undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interest, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the lease premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10% and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling, completion, or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling completion, or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, so long as the total acreage therein or produced therefrom may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein of produced therefrom. In making such a revision, Lessee shall file or record a written declaration describing the revised unit and stating effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term this lease shall remain in

force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if the result in production, so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas or other mineral as produced from said land or land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if the result in production or oil, gas or other mineral so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in or adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including re-pressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, successors and assigns, but no change or division in ownership of the land or royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relive and discharge Lessee of any obligations thereunder, and, if Lessee or assignee of part of parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire ware, rebellion, insurrection, riot strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws. Executive order, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or is such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conduction drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conduction drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, not withstanding any other provision hereof.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the state created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably

develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten percent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten percent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at it option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should anyone or more of the parties name herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the portion that the acreage covered hereby is reduced by said release or releases.

13. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease or any portion thereof, is not being maintained in effect in any manner provided herein, including but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in gas royalties, Lessee shall have the exclusive right and option to renew and extend this lease as to the lands then covered thereby or any portion chosen by Lessee for an additional **one (1)** year primary term, commencing _____, by payment of tender to Lessor or to the credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to **Five-Hundred Fifteen and no/100 Dollars ($515.00)** per net mineral acre, provided that such sum, shall be reduced under the applicable lease provisions, including but no limited to proportionate reduction based on ownership of Lessor.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

HIDALGO COUNTY

_____ _____

Tax I.D. Number

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

The instrument was acknowledged before me on _____ by _____in the capacity therein stated purposes and consideration therein expressed and on behalf of the said Hidalgo County.

Notary Public Signature

_____