AI-19242 **6.D.**

Claim of Maria G. Velasquez

CC REGULAR

Date:	01/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria G. Velasquez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 02:44 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:08 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Aida Alvarez — Started On: 01/05/2010 01:46 PM

Final Approval Date: 01/08/2010

AI-19304 **6.E.**

Claim of Maria Del Carmen Ibarra

CC REGULAR

Date:	01/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Del Carmen Ibarra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 10:52 AM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:05 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Aida Alvarez — Started On: 01/07/2010 10:02 AM

Final Approval Date: 01/08/2010

AI-19318 **6.F.**

Cause No. C-2107-01-J, Reynaldo Ybarra v. The County of Hidalgo, 430th Judicial District, Hidalgo County, Texas

CC REGULAR

Date:	01/12/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-2107-01-J, Reynaldo Ybarra v. The County of Hidalgo, 430th Judicial District, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:53 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:04 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Monica Badillo — Started On: 01/07/2010 04:22 PM

Final Approval Date: 01/08/2010

AI-19320 **6.G.**

C-1173-09-E; Adrian Luna vs. County of Hidalgo

CC REGULAR

Date:	01/12/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1173-09-E; Adrian Luna vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:54 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:05 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Monica Badillo — Started On: 01/07/2010 04:24 PM

Final Approval Date: 01/08/2010

AI-19243 **7.D.**

Claim of Maria G. Velasquez

CC REGULAR

Date:	01/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria G. Velasquez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 02:44 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:07 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Aida Alvarez — Started On: 01/05/2010 01:47 PM

Final Approval Date: 01/08/2010

AI-19305 **7.E.**

Claim of Maria Del Carmen Ibarra

CC REGULAR

Date:	01/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Del Carmen Ibarra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 10:52 AM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:07 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Aida Alvarez — Started On: 01/07/2010 10:06 AM

Final Approval Date: 01/08/2010

AI-19319 **7.F.**

Cause No. C-2107-01-J, Reynaldo Ybarra v. The County of Hidalgo, 430th Judicial District, Hidalgo County, Texas

CC REGULAR

Date:	01/12/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-2107-01-J, Reynaldo Ybarra v. The County of Hidalgo, 430th Judicial District, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:54 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:06 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV

Form Started By: Monica Badillo — Started On: 01/07/2010 04:23 PM

Final Approval Date: 01/08/2010

AI-19321 **7.G.**

C-1173-09-E; Adrian Luna vs. County of Hidalgo

CC REGULAR

Date:	01/12/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1173-09-E; Adrian Luna vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:54 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 04:06 PM	APRV
3	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV
Form Started By: Monica Badillo			Started On: 01/07/2010 04:25 PM	
Final Approval Date: 01/08/2010				

AI-19278 **11.A.**

2010 HIDTA Task Force Asset Forfeiture Budget
CC REGULAR

Date:	01/12/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Roy Cazares, District Attorney's Office
Department:	HIDTA
Agenda Category:	District Attorney

Information

CAPTION

1. Approval of 2010 HIDTA Task Force - U.S. Justice Fund Budget (fund 1254)
2. Approval of 2010 HIDTA Task Force - U.S. Treasury Fund Budget (1252) and Salary Schedule for overtime pay.

BACKGROUND

Appropriation of the 2010 HIDTA Asset Forfeiture Budget, please refer to attachment.

Fiscal Impact

Attachments

Link: 2010 US Treasury

Link: 2010 US Justice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 04:28 PM	APRV
2	Auditor's Office		01/08/2010 05:42 PM	NEW
Form Started By: Nelda Olivarez			Started On: 01/06/2010 03:38 PM	
Final Approval Date: 01/08/2010				

DATE: December 1,2009

DEPARTMENT HEAD: Dora L. Munoz

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX (US Dept of Treasury Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
0-1252-412-00-270-012-0-	131	Overtime	$	91,000.00
0-1252-412-00-270-012-0-	220	FICA / Social Security Contributions		6,962.00
0-1252-412-00-270-012-0-	230	Retirement		8,664.00
0-1252-412-00-270-012-0-	250	Unemployment Compensation		455.00
		TOTAL APPROPRIATIONS	$	107,081.00
0-1252-412-00-270-012-0-	xxx	**HIDTA TASK FORCE TREASURY FUNDS**	**$**	**107,081.00**
		TOTAL ESTIMATED REVENUES	**$**	**107,081.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ ___/___/___ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

DATE December 1, 2009
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1252-412-00-270-012-0-xxx (US Treasury)**

SLOT NUMBER	EMPLOYEE NUMBER	NAME	POSITION
G003	121193	Miguel Angel Garcia	Criminal Investigator
G004	149098	Juan Sifuentes	Criminal Investigator
G005	060135	Jose J. Rodriguez	Criminal Investigator
G006	153818	Genovevo Martinez III	Criminal Investigator
G007	088994	Ricardo Chapa	Criminal Investigator
G008	072192	Christ R. Yates	Assistant Commander
G015	175145	Rodolfo Z. Rodriguez, Jr.	Criminal Investigator
G016	037524	Roger W. Rich	Criminal Investigator
G017		VACANT	Criminal Investigator
G018		VACANT	Criminal Investigator
G020		VACANT	Deputy Constable Step II
G021	017477	Charles Vela	DA Criminal Investgator
G022	141917	Jorge A Salazar	DA Criminal Investgator

DATE: December 1,2009

DEPARTMENT HEAD: Dora L. Munoz

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (US Dept of Justice Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
0-1254-412-00-270-014-0	336	Computer Services	$	10,000.00
0-1254-412-00-270-014-0	342	Information & Credit Service		4,000.00
0-1254-412-00-270-014-0	346	Hauling & Freight		2,000.00
0-1254-412-00-270-014-0	350	Other Services		1,000.00
0-1254-412-00-270-014-0	412	Cable Television		1,000.00
0-1254-412-00-270-014-0	431	Building Repairs & Maintenance		5,000.00
0-1254-412-00-270-014-0	432	Equip R&M Service		5,000.00
0-1254-412-00-270-014-0	442	Rental of Equipment & Vehicle		10,000.00
0-1254-412-00-270-014-0	521	Building Insurance		1,000.00
0-1254-412-00-270-014-0	522	Liability Insurance - Vehicle		3,000.00
0-1254-412-00-270-014-0	523	Public Official Insurance		2,000.00
0-1254-412-00-270-014-0	524	Other Insurance		2,000.00
0-1254-412-00-270-014-0	525	Claims & Judgments		20,000.00
0-1254-412-00-270-014-0	531	Telephone		500.00
0-1254-412-00-270-014-0	532	Mobile Phone		500.00
0-1254-412-00-270-014-0	534	Internet Service		3,000.00
0-1254-412-00-270-014-0	535	Postage & Express Mail Charges		2,000.00
0-1254-412-00-270-014-0	540	Advertising		5,000.00
0-1254-412-00-270-014-0	550	Printing		2,500.00
0-1254-412-00-270-014-0	583	Travel - Out of County		15,000.00
0-1254-412-00-270-014-0	584	Travel Registration Fees		5,000.00
0-1254-412-00-270-014-0	585	Travel-Non Employee		2,500.00
0-1254-412-00-270-014-0	601	Office Supplies		5,000.00
0-1254-412-00-270-014-0	604	Medical Supplies		500.00
0-1254-412-00-270-014-0	605	Clothing and Uniforms		1,000.00
0-1254-412-00-270-014-0	611	Police Supplies/holsters,etc		15,000.00
0-1254-412-00-270-014-0	613	Safety Supplies		2,000.00
0-1254-412-00-270-014-0	619	Other miscellaneous supplies		5,000.00
0-1254-412-00-270-014-0	626	Gasoline/diesel		1,000.00
0-1254-412-00-270-014-0	630	Food		500.00
0-1254-412-00-270-014-0	631	Bottled Water		500.00
0-1254-412-00-270-014-0	640	Books& Periodicals		500.00
0-1254-412-00-270-014-0	661	Minor Office Equipment and Furniture		5,000.00
0-1254-412-00-270-014-0	664	Other Minor Equipment		6,000.00
0-1254-412-00-270-014-0	665	Minor Computer Equipment		8,000.00

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
0-1254-412-00-270-014-0	667	Software		5,000.00
0-1254-412-00-270-014-0	668	Police Weapons		12,000.00
0-1254-412-00-270-014-0	671	Bldg R&M Supplies		500.00
0-1254-412-00-270-014-0	672	Repair and maintenance supplies-equipment vehicles		2,500.00
0-1254-412-00-270-014-0	679	Other R&M Supplies		1,000.00
0-1254-412-00-270-014-0	741	Vehicles		35,000.00
0-1254-412-00-270-014-0	743	Office Equipment		2,000.00
0-1254-412-00-270-014-0	745	Computer Equipment		15,000.00
0-1254-412-00-270-014-0	747	Software		38,000.00
0-1254-412-00-270-014-0	748	Other Equipment		125,000.00
0-1254-412-00-270-014-0	810	Dues and memberships		500.00
0-1254-412-00-270-014-0	812	Software License Renew		500.00
0-1254-412-00-270-014-0	820	Claims and judgments not covered by insurance		20,000.00
0-1254-412-00-270-014-0	831	Court Costs & Investigation		15,000.00
0-1254-412-00-270-014-0	855	Late fees		1,000.00
0-1254-412-00-270-014-0	890	Other		30,000.00
		TOTAL APPROPRIATIONS	$	455,000.00
8-1254-412-00-270-014-0-	xxx	**HIDTA TASK FORCE US JUSTICE FUNDS**	$	455,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ __/__/__ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

AI-19315 **11.B.**

2010 District Attorney's Office Budgets

CC REGULAR

Date:	01/12/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Roy Cazares
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Attorney

Information

CAPTION

DA Bad Checks (1222):
1.) Approval of 2010 District Attorney's Office Bad Checks Budget.
2.) Approval of Certification of Revenues, as certified by the County Auditor for DA Bad Check Fund 1222.
3.) Approval of appropriation of funds under the DA Bad Check Fund 1222 in the amount of $400,000.00.
4.) Approval of 2010 Bad Checks Salary Schedule.

DA Investigation Fund HB65 (1223):
1.) Approval of 2010 District Attorney's Office Investigation HB65 Fund Budget.
2.) Approval of Certification of Revenues, as certified by the County Auditor for DA Investigation HB65 Fund 1223.
3.) Approval of appropriation of funds under the DA Investigation HB65 Fund 1223 in the amount of $653,795.00.
4.) Approval of 2010 Investigation Fund Salary Schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $400,000.00 for DA Bad Check (Fund 1222).

FISCAL YEAR: 2010 **ACCT. #:** 0-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $653,795.00 for DA Investigation Fund HB65 (Fund 1223).

Attachments

Link: DA Bad Check - Budget

Link: DA Bad Check - Salary Schedule

Link: DA Investigation HB65 - Budget

Link: DA Investigation HB65 - Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:56 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/08/2010 04:13 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Erika Zamora

Started On: 01/07/2010 03:30 PM

Final Approval Date: 01/08/2010

DATE: January 7, 2010

2010
Appropriation

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRI

DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE

ACCOUNT NUMBER: 0-1222-412-00-080-006-0

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
0-1222-412-00-080-006-0-113	Perm F/T Employees	169,572.00
0-1222-412-00-080-006-0-115	Longevity Pay	660.00
0-1222-412-00-080-006-0-118	Auto Allowance	3,600.00
0-1222-412-00-080-006-0-122	Temp. P/T Employees	50,443.00
0-1222-412-00-080-006-0-211	Health Insurance	33,148.00
0-1222-412-00-080-006-0-212	Life Insurance	331.00
0-1222-412-00-080-006-0-220	FICA	17,154.00
0-1222-412-00-080-006-0-230	Retirement	21,353.00
0-1222-412-00-080-006-0-250	Unemployement Comp.	1,121.00
0-1222-412-00-080-006-0-260	Workers' Comp.	0.00
0-1222-412-00-080-006-0-336	Computer Services	800.00
0-1222-412-00-080-006-0-339	Other Professional Services	2,000.00
0-1222-412-00-080-006-0-342	Information & Credit Services	3,000.00
0-1222-412-00-080-006-0-346	Hauling & Freight Services	300.00
0-1222-412-00-080-006-0-421	Disposal	50.00
0-1222-412-00-080-006-0-431	Building R&M Service	3,000.00
0-1222-412-00-080-006-0-432	Equipment R&M Service	2,500.00
0-1222-412-00-080-006-0-434	Vehicle R&M Service	3,000.00
0-1222-412-00-080-006-0-521	Property Insurance	600.00
0-1222-412-00-080-006-0-522	Vehicle Liability Insurance	2,500.00
0-1222-412-00-080-006-0-523	Public Official Insurance	1,500.00
0-1222-412-00-080-006-0-524	General Insurance	800.00
0-1222-412-00-080-006-0-532	Cell Phone	5,000.00
0-1222-412-00-080-006-0-534	Internet	3,000.00
0-1222-412-00-080-006-0-535	Postage & Exp. Mail Charges	1,000.00
0-1222-412-00-080-006-0-550	Printing & Binding	3,500.00
0-1222-412-00-080-006-0-583	Travel Out of County	900.00
0-1222-412-00-080-006-0-584	Registration Fees	6,000.00
0-1222-412-00-080-006-0-601	Office Supplies	1,500.00
0-1222-412-00-080-006-0-630	Food	300.00
0-1222-412-00-080-006-0-640	Reference Material	1,900.00
0-1222-412-00-080-006-0-661	Minor Office Equipment	500.00
0-1222-412-00-080-006-0-664	Other Minor Equipment	3,500.00
0-1222-412-00-080-006-0-665	Minor Computer Equipment	5,000.00

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1222-412-00-080-006-0-667	Minor Software	4,500.00
0-1222-412-00-080-006-0-672	Equipment R&M Supplies	1,200.00
0-1222-412-00-080-006-0-681	Vehicle R&M Supplies	200.00
0-1222-412-00-080-006-0-682	Gasoline /Diesel	8,000.00
0-1222-412-00-080-006-0-684	Tires	300.00
0-1222-412-00-080-006-0-745	Computer Equipment	1,500.00
0-1222-412-00-080-006-0-746	Office Furniture	21,668.00
0-1222-412-00-080-006-0-747	Software	5,800.00
0-1222-412-00-080-006-0-748	Other Equipment	4,000.00
0-1222-412-00-080-006-0-810	Dues & Memberships	1,000.00
0-1222-412-00-080-006-0-831	Court Costs & Investigation	1,000.00
0-1222-412-00-080-006-0-855	Late Fees, Penalties & Fin. Charges	300.00
0-1222-412-00-080-006-0-890	Other	1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	400,000.00

REASON: 2010 Budget

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1222-412-00-080-006-0

AI - 19315

DA BAD CHECK

											Other Allowances					
Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	2010 ACTUAL TOTAL COMPENSATION
0001	113	CARPENTER	43,598.00	0.00	0.00	0	0.00	0.00	43,598.00	43,598.00	0.00	0.00	0.00	0.00	0.00	43,598.00
0003	113	MANAGER OF INFORMATION & TECH	73,392.00	0.00	0.00	0	0.00	0.00	73,392.00	73,392.00	660.00	0.00	0.00	3,600.00	0.00	77,652.00
G004	113	CRIME VIC COOR	9,654.00	0.00	0.00	0	0.00	0.00	9,654.00	9,654.00	0.00	0.00	0.00	0.00	0.00	9,654.00
0007	113	LEGAL ASSISTANT	42,928.00	0.00	0.00	0	0.00	0.00	42,928.00	42,928.00	0.00	0.00	0.00	0.00	0.00	42,928.00
T009	122	CLERK TYPIST	13,560.00	0.00	0.00	0	0.00	0.00	13,560.00	13,560.00	0.00	0.00	0.00	0.00	0.00	13,560.00
T011	122	CLERK TYPIST	8,091.00	0.00	0.00	0	0.00	0.00	8,091.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T018	122	CLERK TYPIST	3,600.00	0.00	0.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T019	122	CLERK TYPIST	3,600.00	0.00	0.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T020	122	CLERK TYPIST	7,192.00	0.00	0.00	0	0.00	0.00	7,192.00	7,192.00	0.00	0.00	0.00	0.00	0.00	7,192.00
T021	122	CLERK TYPIST	3,600.00	0.00	0.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T022	122	CLERK TYPIST	3,600.00	0.00	0.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T023	122	CLERK TYPIST	3,600.00	0.00	0.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T024	122	CLERK TYPIST	3,600.00	0.00	0.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			220,015.00	0.00	0.00		0.00	0.00	220,015.00	190,324.00	660.00	0.00	0.00	3,600.00	0.00	194,584.00

DATE: January 7, 2010

2010
Appropriation

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRI

DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE

ACCOUNT NUMBER: 0-1223-412-00-080-007-0

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
0-1223-412-00-080-007-0-113	Perm F/T Employees	294,645.00
0-1223-412-00-080-007-0-114	Reg P/T Employees	46,592.00
0-1223-412-00-080-007-0-118	Auto Allowance	900.00
0-1223-412-00-080-007-0-211	Health Insurance	23,479.00
0-1223-412-00-080-007-0-212	Life Insurance	237.00
0-1223-412-00-080-007-0-220	FICA	26,159.00
0-1223-412-00-080-007-0-230	Retirement	32,574.00
0-1223-412-00-080-007-0-250	Unemployement Comp.	1,709.00
0-1223-412-00-080-007-0-260	Workers' Comp.	0.00
0-1223-412-00-080-007-0-336	Computer Services	1,000.00
0-1223-412-00-080-007-0-342	Information & Credit Services	1,500.00
0-1223-412-00-080-007-0-431	Building R&M Service	3,000.00
0-1223-412-00-080-007-0-432	Equipment R&M Service	1,000.00
0-1223-412-00-080-007-0-534	Internet	2,000.00
0-1223-412-00-080-007-0-550	Printing & Binding	1,000.00
0-1223-412-00-080-007-0-583	Travel Out of County	500.00
0-1223-412-00-080-007-0-584	Registration Fees	1,000.00
0-1223-412-00-080-007-0-601	Office Supplies	1,000.00
0-1223-412-00-080-007-0-640	Reference Material	500.00
0-1223-412-00-080-007-0-661	Minor Office Equipment	500.00
0-1223-412-00-080-007-0-664	Other Minor Equipment	3,500.00
0-1223-412-00-080-007-0-665	Minor Computer Equipment	12,000.00
0-1223-412-00-080-007-0-746	Office Furniture	45,000.00
0-1223-412-00-080-007-0-748	Other Equipment	3,000.00
0-1223-412-00-080-007-0-831	Court Costs & Investigation	150,000.00
0-1223-412-00-080-007-0-890	Other	1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**653,795.00**

REASON: 2010 Budget

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1223-412-00-080-007-0

AI - 19315

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY	4,401.00	0.00	0.00	0	0.00	0.00	4,401.00	4,401.00	0.00	0.00	0.00	0.00	0.00	4,401.00
0002	113	ASSISTANT DISTRICT ATTORNEY	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0003	113	ASSISTANT DISTRICT ATTORNEY	3,500.00	0.00	0.00	0	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0004	113	ASSISTANT DISTRICT ATTORNEY	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0005	113	ASSISTANT DISTRICT ATTORNEY	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0006	113	ASSISTANT DISTRICT ATTORNEY	3,500.00	0.00	0.00	0	0.00	0.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0007	113	ASSISTANT DISTRICT ATTORNEY	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0008	113	ASSISTANT DISTRICT ATTORNEY	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0009	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0010	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0011	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0013	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	ASSISTANT DISTRICT ATTORNEY	1,156.00	0.00	0.00	0	0.00	0.00	1,156.00	1,156.00	0.00	0.00	0.00	0.00	0.00	1,156.00
0015	113	ASSISTANT DISTRICT ATTORNEY	3,176.00	0.00	0.00	0	0.00	0.00	3,176.00	3,176.00	0.00	0.00	0.00	0.00	0.00	3,176.00
0016	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	ASSISTANT DISTRICT ATTORNEY	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0018	113	ASSISTANT DISTRICT ATTORNEY	1,824.00	0.00	0.00	0	0.00	0.00	1,824.00	1,824.00	0.00	0.00	0.00	0.00	0.00	1,824.00
0019	113	ASSISTANT DISTRICT ATTORNEY	1,676.00	0.00	0.00	0	0.00	0.00	1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0020	113	ASSISTANT DISTRICT ATTORNEY	1,676.00	0.00	0.00	0	0.00	0.00	1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0021	113	ASSISTANT DISTRICT ATTORNEY	3,236.00	0.00	0.00	0	0.00	0.00	3,236.00	3,236.00	0.00	0.00	0.00	0.00	0.00	3,236.00
0023	113	CRIMINAL INVESTIGATOR	4,500.00	0.00	0.00	0	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0024	113	CRIMINAL INVESTIGATOR	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0025	113	CRIMINAL INVESTIGATOR	4,000.00	0.00	0.00	0	0.00	0.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0026	113	CRIMINAL INVESTIGATOR	4,500.00	0.00	0.00	0	0.00	0.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0027	113	PERSONNEL DIRECTOR	2,000.00	0.00	0.00	0	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0028	113	ADMINISTRATIVE ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00

COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1223-412-00-080-007-0

AI - 19315

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0029	113	ADMINISTRATIVE ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0030	113	ADMINISTRATIVE ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0031	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0032	113	ADMINISTRATIVE ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0033	113	ACCOUNTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0034	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0035	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0036	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0037	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0038	113	ADMINISTRATIVE ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0039	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0040	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0041	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0042	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0043	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0044	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0045	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0046	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0047	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0048	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0049	113	LEGAL ASSISTANT	3,000.00	0.00	0.00	0	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0050	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0051	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0052	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0053	113	LEGAL ASSISTANT	5,000.00	0.00	0.00	0	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0054	113	LEGAL ASSISTANT	3,000.00	0.00	0.00	0	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0055	113	LEGAL ASSISTANT	3,000.00	0.00	0.00	0	0.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0056	113	ASSISTANT DISTRICT ATTORNEY	9,000.00	0.00	0.00	0	0.00	0.00	9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00

COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1223-412-00-080-007-0

AI - 19315

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0057	113	ASST D.A.	53,500.00	0.00	0.00	0	0.00	0.00	53,500.00	52,600.00	0.00	0.00	0.00	900.00	0.00	53,500.00
0058	114	CRIMINAL INVESTIGATOR	23,296.00	0.00	0.00	0	0.00	0.00	23,296.00	23,296.00	0.00	0.00	0.00	0.00	0.00	23,296.00
0059	114	CRIMINAL INVESTIGATOR	23,296.00	0.00	0.00	0	0.00	0.00	23,296.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			341,237.00	0.00	0.00		0.00	0.00	341,237.00	297,041.00	0.00	0.00	0.00	900.00	0.00	297,941.00

AI-19215 **12.B.**

Health & Human Services FY 2011 Grant Contract Applications

CC REGULAR

Date:	01/12/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Request approval to apply for the following FY2011 Grants:

1. RLSS - Local Public Health System (006)
2. Tuberculosis Prevention & Control - State (008)
3. Tuberculosis Prevention & Control - Federal (011)
4. Immunization Branch - LOCALS (012)
5. SDI - Fee For Services - (018)
6. CHS - Prenatal Services - (018)
7. CPS - Bioterrorism Preparedness (013)
8. Office of Border Health - (028)
9. CPS - PHER (042)
10. CDC- Community-Based Obesity Prevention

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to apply for misc. grants.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/04/2010 01:14 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/06/2010 03:35 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 04:52 PM	APRV
4	Purchasing Department		01/08/2010 05:42 PM	NEW

Form Started By: Dan Beltran — Started On: 01/04/2010 09:15 AM

Final Approval Date: 01/08/2010

AI-19266 **12.C.**

Health Division - FY 2010 TB Prevention & Control - Federal (TB Elimination) Contract

CC REGULAR

Date:	01/12/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached FY 2010 TB Prevention & Control - Federal Contract #2010-034374, Attachment # 001, in the amount of $438,132.00 for the period 01/01/2010 to 12/31/2010.

2. Request approval of Certification of Revenues as certified by the County Auditor for the TB Prevention & Control - Federal Contract.

3. Request approval ofappropriation of funds for the attached TB Prevention & Control - Federal Contract Budget.

4. Approval to create one (1) regular full-time TB Medical Records Clerk position, slot no. G012, budgeted salary $24,996.00.

5. Approval to delete one (1) regular full-time Registered Nurse position, slot no. G001, budgeted salary $40,240.00.

6. Approval of salary schedule for the period 01/01/2010 to 12/31/2010 (Account # 0-1293-441-00-340-011-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-011-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $438,132.00 for the TB Prevention and Control Grant for FY 2010. Grant period is from 1-1-10 to 12-31-10.

Revenue Acct #0-1293-334-10-340-011-0-000 - TB Prevention and Control Revenues

Attachments

Link: TB Contract

Link: TB Budget

Link: Certification of Revenues

Link: TB Salary

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:40 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/07/2010 03:15 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/08/2010 04:59 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Dan Beltran Started On: 01/06/2010 01:18 PM

Final Approval Date: 01/08/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-034374 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $438,132.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 01/01/2010 and ends on 12/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-034374-001 Tuberculosis Prevention and Control - Federal

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____
	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

CONTRACT NO. 2010-034374
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000357596

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: Tuberculosis Prevention and Control - Federal

TERM: 01/01/2010 THRU: 12/31/2010

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Hidalgo, the Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified special populations who have TB and/or who are at high risk of developing TB.

Contractor shall provide the services outlined above in compliance with the following:

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp;
- DSHS Standards for Public Health Clinic Services, available at http://www.dshs.state.tx.us/sdi/docs/section8.pdf;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm ; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B,

- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81,
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89,
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases, and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Renewal Program Attachment amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Renewal Program Attachment, required reporting under this Program Attachment will show results for work performed under previous Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachment. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted, in a format provided by DSHS. The narrative program report shall be sent to the Department of State Health Services, TB Services Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to *(512)458-7787)*, or e-mail to charles.wallace@dshs.state.tx.us. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January 2009– December 2009	March 2, 2010
January 2010 – May 2010	July 1, 2010

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS Report of Cases and Patient Services Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent to DSHS at PO Box 149347, Mail Code 1939, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance.

Contractor must ensure that:

1. At least 90% of cases and suspected cases under treatment in 2009 are on directly observed therapy (DOT);
2. At least 92% of eligible* TB cases reported in 2008 complete a course of curative TB treatment within twelve (12) months of initiation of treatment;
3. At least 97% of TB patients reported in 2008 with initial positive cultures are tested for drug susceptibility and have those test results documented in their medical record;
4. At least 94% of smear positive TB cases reported in 2009 have at least one (1) contact identified;
5. At least 76% of identified contacts to smear-positive TB cases reported in 2008 shall be evaluated for TB infection or disease;

6. At least 68% of infected contacts (to smear-positive cases reported in 2008) who are started on treatment for latent tuberculosis infection (LTBI) shall complete therapy;
7. At least 75% of adults (age>14) with TB disease reported in 2009 are tested for HIV;
8. At least 85% of adults (age 25-44) with TB disease reported in 2009 are tested for HIV; and
9. Report the number of TB cases in US-born non-Hispanic African-Americans reported in 2009.

*Excludes TB cases: 1) diagnosed at death; 2) who die during therapy; 3) who are resistant to rifampin; 4) who have meningeal disease; and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report, due March 2, 2010, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

DSHS shall evaluate compliance with these performance measures based on: information maintained in databases kept at the Tuberculosis Prevention and Control Program; audits and/or inspections; scheduled program reviews; reporting requirements under this contract; and using any other information available to DSHS.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA Funding #93.116

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, are revised to include the following:

General Provisions, **Article III. FUNDING, Section 3.06, Nonsupplanting**, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' funding set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, **Article IV. PAYMENT METHODS AND RESTRICTIONS Section 4.02, Billing Submission**, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, Mail Code 1940, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
January, February March	April 30, 2010
April, May, June	July 30, 2010
July, August, September	October 29, 2010
October, November December	February 25, 2011

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2010-034374-001

Categorical Budget:

PERSONNEL	$290,600.00
FRINGE BENEFITS	$93,489.00
TRAVEL	$5,617.00
EQUIPMENT	$0.00
SUPPLIES	$26,932.00
CONTRACTUAL	$0.00
OTHER	$21,494.00
TOTAL DIRECT CHARGES	$438,132.00
INDIRECT CHARGES	$0.00
TOTAL	$438,132.00
DSHS SHARE	$438,132.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $438,132.00

Financial status reports are due: 04/30/2010, 07/30/2010, 11/01/2010, 03/01/2011

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-034374
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name

AI# 19266

DATE: January 5, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-011-0 FY 2010 TB Elimination Contract

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-011-0-113	Regular F/T Employees	$ 290,600.00
0-1293-441-00-340-011-0-220	FICA	$ 21,262.87
0-1293-441-00-340-011-0-230	Retirement	$ 24,792.78
0-1293-441-00-340-011-0-250	Unemployment Compensation	$ 1,389.73
0-1293-441-00-340-011-0-260	Workers Compensation	$ 9,088.83
0-1293-441-00-340-011-0-211	Health Insurance	$ 36,683.80
0-1293-441-00-340-011-0-212	Life Insurance	$ 270.99
0-1293-441-00-340-011-0-431	R&M Services-Buildings	$ 2,048.00
0-1293-441-00-340-011-0-432	R&M Services-Equipment & Vehicles	$ 1,220.00
0-1293-441-00-340-011-0-442	Equipment & Vehicles Rental	$ 9,483.00
0-1293-441-00-340-011-0-535	Postage	$ 5,016.00
0-1293-441-00-340-011-0-550	Printing & Binding	$ 2,340.00
0-1293-441-00-340-011-0-560	Microfilm & Film Development	$ 6,421.00
0-1293-441-00-340-011-0-581	Travel In County	$ 3,937.00
0-1293-441-00-340-011-0-583	Travel Out Of County	$ 1,680.00
0-1293-441-00-340-011-0-585	Non-employee Travel	$ 1,387.00
0-1293-441-00-340-011-0-601	Office & Computer Supplies	$ 10,096.00
0-1293-441-00-340-011-0-603	Educational/Instructional Supplies	$ 2,488.00
0-1293-441-00-340-011-0-604	Medical & Lab Supplies	$ 7,343.00
0-1293-441-00-340-011-0-661	Minor Office Furniture & Equipment	$ 584.00
0-1293-334-10-340-011-0-000	T.B. Prevention & Control Revenues	438,132.00
	TOTAL BUDGET	$ 438,132.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement FY 2010 TB Elimination Contract Budget for the period 1/1/2010 - 12/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

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

January 7, 2010

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 grant award 2010-034374 from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$438,132.00	2010-034374-001 Tuberculosis Prevention and Control

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/7/10
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.

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
TB ELIMINATION GRANT EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-011-0

Term: 1/01/2010 - 12/31/2010

Slot #	Employee Name	Employee Title	General Fd. 340-003	Prog. Inc. 340-005	Grant 340-011
011-G008		TB Outreach Worker	$ 1,606.00	$ 1,085.00	$ 21,683.00
011-G009		Medical Outreach Worker	$ 8,550.00	$ 963.00	$ 19,243.00
011-G006		TB Outreach Worker	$ 1,679.00	$ 1,133.00	$ 22,630.00
011-G007		Asst. TB Records Manager	$ 1,658.00	$ 1,113.00	$ 22,296.00
011-G002		LVN	$ 9,258.00	$ 1,767.00	$ 35,317.00
011-G005		LVN	$ 13,799.00	$ 1,550.00	$ 30,990.00
011-G010		TB Outreach Worker	$ 7,582.00	$ 849.00	$ 17,010.00
011-G001		RN	$ -	$ -	$ -
011-G003		LVN	$ 9,258.00	$ 1,767.00	$ 35,317.00
011-G011		TB Outreach Worker	$ 11,213.00	$ 15.00	$ 13,147.00
011-G004		Special Population LVN	$ 11,024.00	$ -	$ 35,317.00
011-G012		TB Medical Records Clerk	$ -	$ -	$ 24,996.00
	Salary Total		**$ 75,627.00**	**$ 10,242.00**	**$ 277,946.00**
	FICA	7.65%			$ 21,262.87
	Retirement	8.92%			$ 24,792.78
	Unemployment	0.50%			$ 1,389.73
	Worker's Comp	3.27%			$ 9,088.83
	Health Insurance Prem	$4,164/Year			$ 36,683.80
	Life Insurance Prem	$33/Year			$ 270.99
	Fringe Benefit Total				**$ 93,489.00**
	Grand Total				**$ 371,435.00**

AI-19222 **13.A.**

Hidalgo County Cell Phone Program & IT Policies

CC REGULAR

Date:	01/12/2010
Submitted By:	Renan Ramirez, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

1. Discussion, consideration, and action on amended Hidalgo County CELL PHONE POLICY
2. Discussion on Hidalgo County CELL PHONE PROGRAM conversion:
   a. Status Report
   b. Disconnection list
   c. Authorization list (all providers)
3. Discussion, consideration, and action on amended Hidalgo County IT SECURITY POLICIES

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: w12 request form

Link: w13 form

Link: w14 forms

Link: consolidated policies

Link: signed request

Link: unsigned request

Link: service policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 08:02 AM	APRV
2	Erika Zamora	Erika Zamora	01/08/2010 04:01 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Renan Ramirez

Started On: 01/04/2010 03:30 PM

Final Approval Date: 01/08/2010

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

Wireless device: ☐ Data card ☐ Blackberry ☐ Other:_____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee/position: _____

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

Quantity:_____

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

Service: $_____/mo (x) ____ months = _____ Account:_____-**619/664**

Requisition Total:_____ Requisition Number:_____

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

_____ _____ _____

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee:_____ Signature:_____

Quantity:_____

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

Service: $_____/mo (x) ____ months = _____ Account:_____-**619/664**

Requisition Total:_____ Requisition Number:_____

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

_____ _____ _____

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **___POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance_____** **-or-**

☐ **___SPRINT BE1000 Plan $55/Month + Options:_____**

Commissioner's Court Action: **Commissioner's Court Date:** _____

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 1/07/2009

Wireless Communication Daily Use Log Form - W.1.4

	Date	Employee Name	Employee #	Reason	Time Out	Time In
1					:	:
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

3.05 **Departmental Responsibilities**

1. The department must maintain ***Form W.1.4 "Wireless Communication Daily Use Log" (the "log")*** for each wireless communication device that is issued directly to the department and not an individual. The log should include the following:
   - -The name and employee number of the employee who was issued wireless communication device;
   - -The reason why the wireless communication device was issued to the employee;
   - -The time the wireless communication device was issued out; and
   - -The time the wireless communication device was returned;
2. Ensures wireless communication devices are stored in a secure location while not in use; and
3. The department must periodically review the number and frequency of use of each wireless communication device to assess whether changes should be considered.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

Information Technology Security Policies



TABLE OF CONTENTS

2

Section I – Information Technology Security Policies

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POLICY CHECKLIST

#	Policy Name	Required	Published	Approved	Revised
1	Acceptable/Unacceptable Use	YES	YES	YES	10/02/03
2	Account Management	YES	YES	YES	04/20/04
3	Admin/Special Access	YES	YES	YES	04/20/04
4	Change Management	YES	YES	YES	04/20/04
5	Disaster Recovery	YES	YES	YES	04/20/04
6	Incident Management	YES	YES	YES	04/20/04
7	Network Configuration	YES	YES	YES	04/20/04
8	Password	YES	YES	YES	04/20/04
9	Physical Access	YES	YES	YES	04/20/04
10	Privacy	YES	YES		
11	Security Training	YES	YES	YES	04/20/04
12	Software Licensing	YES	YES	YES	04/20/04
13	Virus Protection	YES	YES	YES	04/20/04
14	I.T. Staffing	YES	YES		01/05/10
15	Vacation Leave	YES	YES	YES	

Introduction: Network and data computer systems and infrastructure are meant to be used to grant access to Hidalgo County Information Resources. These resources provide a means of providing access to information and accountability of said access. This accountability is the key to any computer security program, for Information Resources usage. This means that creating, controlling and monitoring all Information Resources is extremely important to the overall security program.

Purpose: To ensure that its Information Resources are used properly by its employees, independent contractors, agents and other computer users, Hidalgo County has created these Information Technology Security Policies. The purpose of these policies is to establish rules for the creation, monitoring, control and removal of access to all Information Resources.

Audience: The rules and obligations described in this Policy apply to all users of Hidalgo County's computer network, wherever they may be located. Violations will be taken very seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Definitions: **Information Resources (IR):** The term "Information Resources" refers to Hidalgo County's entire computer network, equipment, data and related peripherals regardless of where they are located. Specifically, Information Resources includes any and all computer printouts, online display devices, magnetic storage media and all computer-related activities involving any device capable of receiving email, text messaging, messaging, blogging, posting on public social networking sites, browsing internet sites or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to: Mainframes, servers, GPS tracking devices, GIS equipment, mobile phones, personal computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), audio visual equipment, telecommunication resources, network environments, telephones, fax machines, printers, service bureaus and any future technology that may arise. Additionally, it is the procedures, equipment, facilities, software and data that are designed, built, operated and maintained to create, collect, record, process, store, retrieve, display and transmit information.

Chief Information Officer (CIO): Responsible to the County of Hidalgo County, Texas for management of the agency's information resources. This designation is intended to establish clear accountability of setting policy for information resources management activities, is responsible for the security of the resources, provide for greater coordination of the county's information activities and ensure greater visibility of such activities within and between state agencies. The CIO has been given authority and the accountability by the County of Hidalgo, Texas to implement Security Policies, Procedures, Practice

Standards and Guidelines to protect the Information Resources of the agency.

System Administrator: Person responsible for the effective operation and maintenance of specific departmental Information Resources, including implementation of standard procedures and controls to enforce the county's security policy. Because of statutory limitations and department specific responsibilities, the following departments within the County have System Administrators that report directly to the appointed official or elected official, and not the CIO: County Auditor, Sheriff's Office, District Attorney, Health Department and Tax Office.

These System Administrators are bound by these policies in their respective systems and applications.

User: Person who is the end client for an application on an information system. The user neither owns the IR resource or the data. Generally a user is any County department and/or elected office employee with access to a computer, who is neither IR system administrator, part of the IT staff, elected official or department head.

Policy 1.00 – Acceptable Use Policy

The computer system is the property of Hidalgo County and may be used only for legitimate business purposes. Users are permitted access to the computer system to assist them in the performance of their jobs. All users have the responsibility to use computer resources in a professional, ethical, and lawful manner. Use of the computer system is a privilege that may be revoked at any time.

A. Acceptable Use

Acceptable Use. Acceptable computer information systems use is limited to the following:

1. Incidental communication among Hidalgo County authorized users and professional colleagues which facilitates work assignments and professional development or debate in a work-related field of knowledge.

A. Communication with professional associations, governments, universities, businesses and/or individuals associated with the facilitation of County business, research and education efforts as authorized by the Department Head/Elected Official.

B. Distribution of information to the general public whereby such information is made available under the county guidelines and policies for the release of information and the Freedom of Information Act.

Unacceptable Use

A. Personal use not related to the conduct of work on behalf of Hidalgo County or other organizations as set forth in agreements and contracts with Hidalgo County.

B. To gain unlawful access to information or computer and communication resources.

C. Intentional introduction of, or experimentation with, malicious code including but not limited to computer worms or viruses.

D. Illegal, fraudulent or malicious activity; political activity; religious promotion; or activity on behalf of organizations or individuals having no affiliation with Hidalgo County.

E. Transmission of material in violation of applicable copyright laws or patents, including, but not limited to music, movies and software.

F. Pornographic material or content that could be found to be offensive.

G. Purchase and downloading of copyrighted material using the County's network. This refers specifically to online content stores.

H. The intentional sending of messages that is likely to result in the loss of recipient's work or system and any other types of use which could cause congestion including, but not limited to the network or otherwise interfere with the work of others.

I. Generation, storage, transmission or other use of data or other matter which is abusive, profane, or offensive to a reasonable person.

J. Generation, storage, transmission of confidential or otherwise non public information on County owned mobile devices (laptops, phones, PDAs, etc.) without proper safeguards such as passwords, encryption or security keys.

K. Passwords used to gain access to non-County Internet sites must not be the same passwords used on any Hidalgo County computer system.

Policy 2.00 - Account Management Policy

- All accounts created must have an associated request and approval from the IR systems administrator for the Hidalgo County system or service.
- All users are subject by the Hidalgo County Information Technology Privacy Policy once access is given to an account.
- All accounts must be uniquely identifiable using the assigned user name. (i.e. *username.userlastname*)
- All default passwords for accounts must be constructed in accordance with the Hidalgo County Password Policy.
- All accounts must have a password expiration that complies with the Hidalgo County Password Policy.
- Accounts of individuals on extended leave (more than 30 days) will be disabled.
- All new user accounts that have not been accessed within 30 days of creation will be disabled.
- System Administrators or other designated staff:
  - are responsible for removing the accounts from the system they manage, of individuals that change roles within Hidalgo County or are separated from their relationship with Hidalgo County
  - must have a documented process to modify a user account to accommodate situations such as name changes, accounting changes and permission changes
  - must have a documented process for periodically reviewing existing accounts for validity
  - are subject to independent audit review
  - must provide a list of accounts for the systems they administer when requested by authorized Hidalgo County management
  - must cooperate with authorized Hidalgo County management investigating security incidents.

Policy 3.00 – Admin/Special Access Policy

- All Hidalgo County departments and agencies must submit to IT a list of administrative contacts for their systems that are connected to Hidalgo County information resources.
- All users of Administrative/Special access accounts must be authorized by the IR system administrator.
- Each individual that uses Administrative/Special access accounts must refrain from abuse of privilege and must not engage in investigations. All requests for investigations must be processed according to the INCIDENT MANAGEMENT POLICY.
- Each individual that uses Administrative/Special access accounts must use the account privilege most appropriate with work being performed (i.e., user account vs. administrator account).
- Each account used for administrative/special access must meet the Hidalgo County Password Policy.
- The password for a shared administrator/special access account must change when an individual with the password leaves the department or Hidalgo County.
- In the case where a system has only one administrator there must be a password escrow procedure in place so that someone other than the administrator can gain access to the administrator account in an emergency situation.
- When Special Access accounts are needed for Internal or External Audit, software development, software installation, or other defined need, they:
  - must be authorized by the IR system administrator
  - must be created with a specific expiration date
  - must be removed when work is complete

Policy 4.00 – Change Management Policy

- Every change to a Hidalgo County Information Technology resource such as: operating systems, computing hardware, networks, and applications are subject to the Change Management Policy and must follow the Change Management Procedures.
- All changes and request for changes affecting computing environmental facilities (e.g., air-conditioning, security devices, all monitoring devices, cameras, phone systems, building additions or remodeling, electricity, and alarms) must be reported to the IR system administrator, department head / Elected Official and the CIO.
- A formal written change request must be submitted for all changes, both scheduled and unscheduled, to IR system administrator and the CIO.
- All scheduled change requests must be submitted to the IR system administrator and the CIO, in order to timely review the request, determine potential failures and make the decision to allow or delay the request.
- The IT Department may ask to delay a scheduled or unscheduled change for reasons including, but not limited to, inadequate planning, inadequate back out plans, the timing of the change will negatively impact a key business process such as year end accounting, it will affect overall network security or if adequate resources cannot be readily available. Adequate resources may be a problem on weekends, holidays, or during special events.
- User notification must be completed for each scheduled or unscheduled change following the steps contained in the Change Management Procedures.
- A Change Review must be completed for each change, whether scheduled or unscheduled, and whether successful or not.
- A Change Management Log must be maintained for all changes. The log must contain, but is not limited to: Date of submission and date of change
  - Owner and custodian contact information
  - Nature of the change
  - Indication of success or failure
- All County of Hidalgo, Texas information systems regardless of the department where the system is, must comply with an Information Resources change management process that meets the standards outlined above.
- Users may not install unauthorized software or hardware on without prior approval of the IT Department.

Policy 5.00 – Backup / Disaster Recovery Plan (DRP)

- The frequency and extent of backups must be in accordance with the importance of the information on the system and the acceptable risk as determined by the data owner.
- All System Administrators must keep and maintain a Disaster Recovery Plan for their assigned system.
- The Hidalgo County information resources backup and recovery process for each system must be documented and periodically reviewed by the IR system administrator and submit a copy to the CIO.
- In case there is a vendor(s) providing offsite backup storage for Hidalgo County must be cleared to handle the highest level of information stored.
- Physical access controls implemented at offsite backup storage locations must meet or exceed the physical access controls of the source systems. Additionally backup media must be protected in accordance with the highest Hidalgo County sensitivity level of information stored.
- Backups must be periodically tested to ensure that they are recoverable.
- Signature cards held by the offsite backup storage vendor(s) for access to Hidalgo County backup media must be reviewed annually or when an authorized individual leaves Hidalgo County.
- Procedures between Hidalgo County and the offsite backup storage vendor(s) must be reviewed at least annually.
- Backup tapes should have at a minimum the following identifying criteria that can be readily identified by labels and/or a bar-coding system:
  - System name
  - Creation Date
  - Sensitivity Classification [Based on applicable electronic record retention regulations.]
  - Hidalgo County Contact Information.

Policy 6.00 – Incident Management Policy

- Whenever a security incident, such as a inappropriate content, copyrighted material, virus, worm, hoax email, discovery of hacking tools, altered data, etc. is suspected or confirmed the Incident Management procedures must be followed:
- The department user is responsible for notifying the IR system administrator, department head / elected official of that department so as to initiate the appropriate incident management action including restoration as defined in the Incident Management Procedures. The user may contact the CIO directly.
- The department head / elected official of that department are responsible for notifying the CIO.
- The CIO is responsible for determining the physical and electronic extent of the incident and will determine the need of an investigation of the incident. The CIO is responsible for coordinating communications with outside organizations and law enforcement.
- The IT Department can at any time remove access from any user as it deems appropriate for the overall benefit of the entire county wide IT infrastructure.
- The appropriate technical resources from the IT department are responsible for monitoring that any damage from a security incident is repaired or mitigated and that the vulnerability is eliminated or minimized where possible.
- The CIO and IT department will determine if a widespread Hidalgo County communication is required, the content of the communication, and how best to distribute the communication.
- The appropriate technical resources from the IT Department are responsible for communicating new issues or vulnerabilities to the system vendor and working with the vendor to eliminate or mitigate the vulnerability.

  The IT department is responsible for initiating, completing, and documenting the incident investigation as reporting the incident to:

  - Local, state or federal law officials as required by applicable statutes and/or regulations
- In the case where law enforcement is not involved, the CIO will recommend disciplinary actions, if appropriate, to the elected official or department head.

Policy 7.00 – Network Configuration Policy

- Hidalgo County Information Technology is responsible for the Hidalgo County network infrastructure in its entirety and will continue to manage further developments and enhancements to this infrastructure.
- To provide a consistent Hidalgo County network infrastructure capable of exploiting new networking developments, all cabling must be installed by Hidalgo County IT, IR system administrator or an approved contractor.
- All network connected equipment must be provided by and configured to a specification approved by Hidalgo County IT.
- All network equipment connected to Hidalgo County networks is subject to Hidalgo County IT management and monitoring standards. (with certain exceptions: Law enforcement)
- Changes to the configuration of active network management devices must not be made without the approval of the Hidalgo County IT Department.
- The Hidalgo County network infrastructure supports a well-defined set of approved networking protocols. Any use of non-sanctioned protocols must be approved by Hidalgo County IT.
- The networking addresses for the supported protocols are allocated, registered and managed centrally by Hidalgo County IT.
- All connections of the network infrastructure to external third party networks are the responsibility of Hidalgo County IT. This includes connections to external telephone networks.
- The use of departmental firewalls and other computer related security devices is not permitted without the written authorization from Hidalgo County IT.
- Users must not extend or re-transmit network services in any way. This means you must not install a router, switch, hub, or wireless access point to the Hidalgo County network without Hidalgo County IT approval.
- Users must not install network hardware or software that provides network services without Hidalgo County IT approval.
- Users are not permitted to alter network hardware in any way.

Policy 8.00 – Password Policy

- Passwords must be changed at least every 90 days.
- Passwords should contain a mix of upper and lower case characters and have at least 2 numeric characters. The numeric characters must not be at the beginning or the end of the password. Special characters should be included in the password where the computing system permits. The special characters are (!@#$%^&*_+=?/~`;:,<>|\).
- Passwords must not be easy to guess and they:
  - should not be your Username, must not be your employee number, must not be your name, must not be family member names, must not be your nickname, must not be your social security number, must not be your birthday, must not be your license plate number, must not be your pet's name, must not be your address, must not be your phone number, must not be the name of your town or city, must not be the name of your department, must not be street names, must not be makes or models of vehicles, must not be slang words, must not be obscenities, must not be technical terms, must not be school names, school mascot, or school slogans, must not be any information about you that is known or is easy to learn (favorite - food, color, sport, etc.) ,must not be any popular acronyms, must not be words that appear in a dictionary, must not be the reverse of any of the above.
- Passwords must not be reused for a period of one year
- Passwords must not be shared with anyone
- Passwords must be treated as confidential information

Suggestions on creating a strong password:

- Combine short, unrelated words with numbers or special characters. For example: eAt42peN
- Make the password difficult to guess but easy to remember
- Substitute numbers or special characters for letters. (But do not just substitute) For example:
  - livefish - is a bad password
  - L1veF1sh - is better and satisfies the rules, but setting a pattern of 1st letter capitalized, and i's substituted by 1's can be guessed
  - l!v3f1Sh - is far better, the capitalization and substitution of characters is not predictable.

Policy 9.00 – Physical Access Policy

- All physical security systems must comply with all applicable regulations such as, but not limited to, building codes and fire prevention codes.
- Physical access to all Information Resources restricted facilities must be documented and managed.
- All IR equipment, systems and facilities must be physically protected in proportion to the criticality or importance of their function at Hidalgo County.
- Access to Information Resources facilities must be granted only to Hidalgo County support personnel, and contractors, whose job responsibilities require access to that facility.
- The process for granting card and/or key access to Information Resources facilities must include the approval of the person responsible for the facility.
- Each individual that is granted access rights to an Information Resources facility must receive emergency procedures training for the facility and must sign the appropriate access and non-disclosure agreements.
- Requests for access must come from the applicable Hidalgo County data/system owner.
- Access cards and/or keys must not be shared or loaned to others.
- Access cards and/or keys that are no longer required must be returned to the person responsible for the Information Resources facility. Cards must not be reallocated to another individual bypassing the return process.
- Lost or stolen access cards and/or keys must be reported to the person responsible for the Information Resources facility.
- All Information Resources facilities that allow access to visitors will track visitor access with a sign in/out log.
- A service charge may be assessed for access cards and/or keys that are lost, stolen or are not returned.
- Card access records and visitor logs for Information Resources facilities must be kept for routine review by the IR system administrator, elected official or department head based upon the importance of the Information Resources being protected. The person responsible for the Information Resources facility must remove the card and/or key access rights of individuals that change roles within Hidalgo County or are separated from their relationship with Hidalgo County.

- Visitors must be escorted in card access controlled areas of Information Resources facilities.
- The person responsible for the Information Resources facility must review access records and visitor logs for the facility on a periodic basis and investigate any unusual access.
- The person responsible for the Information Resources facility must review card and/or key access rights for the facility on a periodic basis and remove access for individuals that no longer require access.
- Signage for restricted access rooms and locations must be practical, yet minimal discernible evidence of the importance of the location should be displayed.

Policy 10.00 – Information Technology Privacy Policy

- ALL Electronic media (analog and digital; video, audio, text messages blog entries, data files or other media) created, sent, received, recorded or otherwise stored on information resources owned, leased, administered, connected to or otherwise under the custody and control of Hidalgo County are not private and may be accessed by Hidalgo County at any time without knowledge of the IR user or owner.
- Electronic media controlled by Law Enforcement may, in certain cases, be deemed evidence and not subject to access by non law enforcement staff.
- To manage systems and enforce security, Hidalgo County may log, record, review, and otherwise utilize any information stored on or passing through its IR systems in accordance with the provisions and safeguards provided in the Texas Administrative Code 202, Information Resource Standards. For these same purposes, Hidalgo County may also capture user activity such as: emails, telephone numbers dialed, web sites visited, etc.
- A wide variety of third parties have entrusted their information to Hidalgo County for business purposes, and all workers at Hidalgo County must do their best to safeguard the privacy and security of this information. The most important of these third parties is the individual customer; customer account data is accordingly confidential and access will be strictly limited based on business need for access.
- Users may not use county stored data for personal gain or individual profit.
- Users must report any weaknesses in Hidalgo County computer security, any incidents of possible misuse or violation of this agreement to the proper authorities by contacting the appropriate management.
- Users must not attempt to access or install any data or programs contained on Hidalgo County systems for which they do not have authorization or explicit consent from the department system administrator or the IT department.

Policy 11.00 – Security Training Policy

- IT policies are included in the County wide policy and procedure manuals.
- IT must develop and maintain a communications process to be able to communicate new computer security program information, security bulletin information, and security items of interest.

Policy 12.00 – Software Licensing Policy

- Hidalgo County provides a sufficient number of licensed copies of software such that workers can get their work done in an expedient and effective manner. Management must make appropriate arrangements with the involved vendor(s) for additional licensed copies if and when additional copies are needed for business activities.
- Third party copyrighted information, software, audio and video files, that Hidalgo County does not have specific approval to store and/or use, must not be stored on Hidalgo County systems or networks. Systems administrators will remove such information and software unless the involved users can provide proof of authorization from the rightful owner(s).
- Third party software in the possession of Hidalgo County must not be copied unless such copying is consistent with relevant license agreements and prior management approval of such copying has been obtained, or copies are being made for contingency planning purposes.
- IR System administrators through the IT department will publish a list of authorized software that can be installed on PCs and will be supported. Any software not on this list must be installed only by specific permission from the IR System administrator.
- IT and the IR System administrator will reserve the right to remove any software that it deems unnecessary, therefore unsupported.

Policy 13.00 – Virus Protection

- All workstations whether connected to the Hidalgo County networks, or standalone, must use the Hidalgo County approved virus protection software and configuration.
- The virus protection software must not be disabled or bypassed.
- The settings for the virus protection software must not be altered in a manner that will reduce the effectiveness of the software.
- The automatic update frequency of the virus protection software must not be altered to reduce the frequency of updates.
- Each file server attached to the Hidalgo County network must utilize Hidalgo County IT approved virus protection software and setup to detect and clean viruses that may infect file shares.
- E-mail gateway(s) must utilize Hidalgo County IT approved e-mail virus protection software and must adhere to the IT rules for the setup and use of this software.
- Every virus that is not automatically cleaned by the virus protection software constitutes a security incident and must be reported to the IR system administrator and the IT Department.

Policy 14.00 – I.T. Staffing

- The Information Technology Department is the only department that maintains and manages Information Technology systems, equipment and infrastructure on a countywide level.

- All job titles that include the term “IT”, “computer”, “PC”, “telephone”, “network”, “GIS” or are of a computer related nature are for the exclusive use of the IT Department.

- All PC repair technician positions MUST report directly to the CIO and be part of the County’s IT Departments Technician repair pool.

- The title IT Manager must be exclusively used for the IT Department.

- All IT Department staff is bound by confidentiality agreements signed upon entry into the department.

Policy 15.00 – Vacation Leave Policy

Purpose
The purpose of this Policy is to establish guidelines for countywide technology personnel vacation time guidelines.

Audience
This policy applies to all regular, full-time staff of the Information Technology Department and any department that has staff with information technology job duties.

All regular, full-time staff employees are eligible for paid annual leave, traditionally referred to as "vacation" leave, in accordance with the Hidalgo County approved schedule (refer to Civil Service Commission Rules Chapter VII, Section 7.37-7.38). Every employee eligible for paid annual leave should, whenever possible, take annual leave in order to prevent any loss of accrued annual leave at the end of the calendar year. In order to ensure that all employees abide by this directive, I.T. Management will conduct a "Leave and Earning Statement Review" with each employee before the end of each calendar year (see attached Leave and Earning Statement). The purpose of his review is to clearly outline the employee's annual leave accrued and maximum carry-over for the subsequent year.

All leave requests should be submitted using the following procedure (refer to Civil Service Commission Rules Chapter VII, Section 7.20):
Every request for leave must:

a) Be submitted to the Department Head/Elected, in writing, on a Form SFA-CA-044 which is signed by the employee;
b) Clearly reflect when the requested leave is to begin and end;
c) Include a brief explanation setting forth the reasons for taking the requested leave;
d) To the extend applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and
e) Be approved or disapproved, in writing, by the both employee's supervisor and by the Department Head.

It is mandatory that all IT personnel take at least forty hours of leave a year. These hours must be taken concurrently. The hours can be counted against ANNUAL leave, COMP time or any other type of earned time. The purpose of this policy is to mandate that all technology staff take a full week of vacation at least once a year.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jaime Salinas Signature

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 10-1200-431-00-260-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature Print Name Date

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

Signature Valde Guerra Print Name 12/11/09 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 12/10/09 BY:

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee J. Benito Rodriguez Signature

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 10-1200-431-00-260-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature Print Name Date

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

Signature Valde Guerra Print Name 12/11/09 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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OFFICE OF EXECUTIVE OFFICER
ON: 12/10/09 BY:

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee A. Roy Gonzalez Signature Roy Gonzalez

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 10-1200-431-00-260-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature _____ Print Name _____ Date _____

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

Signature _____ Print Name Valde Guerra Date 12/11/09

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 12/10/09 BY: [illegible]

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Carlos Moreno Signature

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 10-1200-431-00-260-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature | Jose N. Pena Print Name | 12/9/09 Date

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

Signature | Valde Guerra Print Name | 12/11/09 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Guadalupe Rodriguez Signature _____

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 10-1200-431-00-260-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature _____ Print Name _____ Date _____

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

Signature _____ Print Name Valde Guerra Date 12/11/09

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 12/10/09 BY: _____

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 292-8925

(2) Requesting employee Office Use Signature 956-239-0055

Quantity: 1

Service: $ _____ /mo (x) ____ months = $0.00 Account: 10-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Print Name	Date
	Daniel Flores	1/6/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0240

(2) Requesting employee Joe Chavarria Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220001-0-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday — Signature

B. Sunday — Print Name

12/11/09 — Date

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

_____ Signature

_____ Print Name

_____ Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0210

(2) Requesting employee NOE GARCIA Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

D. Sunday D. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0673

(2) Requesting employee FERNANDO RODRIGUEZ Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 239-1946

(2) Requesting employee JUAN RAZO Signature Juan Razo + Saul Razo

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday (Signature) R. Sunday (Print Name) 12/11/09 (Date)

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

_____ (Signature) _____ (Print Name) _____ (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0685

(2) Requesting employee Javier Adame Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 231-1950

(2) Requesting employee Frank Carlton Signature [signature]

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-0010-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE: (956) 289-0543

(2) Requesting employee RAMIRO CASTRO Signature Ramiro Castro

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-0010-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE (956)239-1942

(2) Requesting employee Daniel Flores Signature _____

Quantity: 1

Service: $27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0197

(2) Requesting employee Roy GARCIA Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-4190-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday — Signature

R. Sunday — Print Name

12/11/09 — Date

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

_____ Signature

_____ Print Name

_____ Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 292-8367

(2) Requesting employee Jefe Garza Signature Jefe Garza

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0687

(2) Requesting employee Javier Palacios Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9.1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956)457-6116

(2) Requesting employee Richard Sunday Signature Richard M. Sunday

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday Signature | R. Sunday Print Name | 12/11/09 Date

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

_____ Signature | _____ Print Name | _____ Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 292-8567

(2) Requesting employee Silvestre Rubio Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** 12-11-09

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956)207-9678

(2) Requesting employee Mario Montes Signature Mario A. Montes

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-6010-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

Richard M. Sunday Richard M. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 207-9257

(2) Requesting employee Adriana Guerra Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9.1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 207-2805

(2) Requesting employee Joe Castillo Signature Joe Castillo

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 207-2886

(2) Requesting employee Mike Cruz Signature Mike Cruz

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0-532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday R. Sunday 12/11/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 207-2982

(2) Requesting employee DAVID MARTINEZ Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday | B. Sunday | 12/11/09

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE: (956) 292-5349

(2) Requesting employee DANNY GUERRA Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

B. Sunday B. Sunday 12/11/09 12-11-09

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 207-2523

(2) Requesting employee MANUEL GARCIA Signature Manuel Garcia

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

R. Sunday — Signature

R. Sunday — Print Name

12/11/09 — Date

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

_____ Signature

_____ Print Name

_____ Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 207-7765

(2) Requesting employee Domingo Villarreal Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = 330.00 Account: 9-1100-419-40-220-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Print Name	Date
	R. Sunday	12/11/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Gilberto Cavazos #106038 Signature Gilberto Cavazos

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature	Print Name	Date
Joe M. Flores	Joe M. Flores	1/4/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Marcelo Garza #103349 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature	Print Name	Date
	Joe M. Flores	11/4/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee David Henry #170828 Signature David Henry

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature	Print Name	Date
Joe M. Flores	Joe M. Flores	1/4/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Daniel Hernandez #103608 Signature Daniel Hernandez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature	Print Name	Date
J. M. Flores	Joe M. Flores	1/4/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee George O'Cana #133493 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-432-00-123-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-432-00-123-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

_____ Joe M. Flores 11/1/10

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Norma R. Parras #122335 Signature [signature]

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

[signature] Joe M. Flores 1/4/10

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Alvin Patina #115495 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-432-00-123-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-432-00-123-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

J. M. Flores | Joe M. Flores | 1/4/10

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Saul Ramirez #051527 Signature Saul Ramirez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature	Print Name	Date
Joe M. Flores	Joe M. Flores	1/11/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Sabas Sandoval #143847 Signature Sabas Sandoval

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature	Print Name	Date
Joe M. Flores	Joe M. Flores	1/4/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Domingo Villarreal Jr. #019135 Signature Domingo Villarreal Jr.

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1203-431-00-123-005-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1203-431-00-123-005-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature	Print Name	Date
J. M. Flores	Joe M. Flores	1/4/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☑ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Sergio Saenz #165247 Signature: [signature]

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1213-452-00-123-008-0 -532

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1213-452-00-123-008-0 -619/664

Requisition Total: $385.00 **Requisition Number:**

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

[signature] Signature | Mona Parras Print Name | 1/5/10 Date

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Gilberto Pecina Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature Tomas J. Arredondo Print Name 12-18-09 Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rodolfo Rios Signature Rodolfo Rios

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature	Print Name	Date
	Tomas J. Accedondo	12-15-09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Office Use Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature | Tomas J. Arredondo | 12-21-09

Signature | Print Name | Date

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rogelio Cantu Signature Rogelio Cantu

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

M. C. Tomas J. Arredondo 12-18-09

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jose R. Tovar Signature Jose R. Tovar

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

J. C. Tomas J. Alredondo 12-18-09

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Humberto Garza Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:** _____

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

_____ Tomas J. Arredondo 12-21-09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Edgar Isidro Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature Tomas J. Arredondo Print Name 12-18-09 Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Raul E. Sesin Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature	Print Name	Date
	RAUL SESIN	12/17/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Angel Pedroza Signature Angel Pedroza

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0- -532

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 -619/664

Requisition Total: $385.00 **Requisition Number:** _____

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

Signature | Tomas J. Acredondo | 12-1-09

Signature | Print Name | Date

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Ignacio Negrete Signature Ignacio Negrete

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-419-10-210-001-0 **-532**

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-419-10-210-001-0 **-619/664**

Requisition Total: $385.00 **Requisition Number:**

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

Signature	Print Name	Date
	Tomas J. Arredondo	12/18/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rafael Ochoa Signature Rafael Ochoa Jr.

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 9-1100-421-00-293-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature | Lazaro Gallardo, Jr. (Print Name) | 12/08/09 (Date)

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Richard Flores Signature

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 9-1100-421-00-293-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: -619/664

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature	Lazaro Gallardo, Jr.	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee David Munoz Signature D. Munoz

Quantity: 1

Service: $ 25.00 /mo (x) 12 months = $300.00 Account: 9-1100-421-00-293-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $300.00 **Requisition Number:** _____

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

Signature	Lazaro Gallardo, Jr.	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Neva Saenz - 393-0862 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-421-00-115-0280-532

Service: $ 35.00 / mo (x) 1 months = ~~$0.00~~ 35.00 Account: 0-1100-421-00-115-0280-619/664

Requisition Total: $330.00 / 35.00 **Requisition Number:** 167975 / 168094

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

Signature	Print Name	Date
_____	Valde Guerra	1/6/09

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

Signature	Print Name	Date
_____	_____	_____

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

2.50 fee/fee
2.50 taxes
$27.50 H&B Wireless
Req #167975 - 1990.00 Service

Revised: 12/07/2009

0-1100-421-00-115-0280-532
Req. 168094 - equip. (619) 210.00

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Joe E. Cavazos - 720-3079 Signature J. E. Cavazos

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-421-00-115-028-0 -532

Service: $ 35.00 / mo (x) 1 months = ~~$0.00~~ 35.00 Account: 0-1100-421-00-115-028-0 -619/664

Requisition Total: $330.00 / 35.00 **Requisition Number:** 167975/168094

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

Signature	Print Name	Date
	Valde Guerra	1/6/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Ricardo Balli - 330-7785 Signature Ricardo Balli Jr

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-421-00-115-028-0-532

Service: $ 35.00 / mo (x) 1 months = ~~$35.00~~ $0.00 Account: 0-1100-421-00-115-028-0-619/664

Requisition Total: $330.00 / 35.00 **Requisition Number:** 167975 / 168094

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

Signature	Print Name	Date
	Valde Guerra	1/6/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Charlotte Knox - 607-2255 Signature Charlotte Knox

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-421-00-115-0280-532

Service: $ 35.00 / mo (x) 1 months = ~~$0.00~~ 35.00 Account: 0-1100-421-00-115-038-0 (619)/664

Requisition Total: $330.00 / 35.00 Requisition Number: 167975 / 168094

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

Signature	Print Name	Date
	Valde Guerra	1/6/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Sonia Salinas - 607-2266 Signature Sonia Salinas

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-421-00-115-0280-532

Service: $ 35.00 / mo (x) 1 months = ~~$0.00~~ 35.00 Account: 0-1100-421-00-115-028-0-619/664

Requisition Total: $330.00 / 35.00 Requisition Number: 167995 / 168094

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

Signature	Print Name	Date
	Valde Guerra	1/6/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Mario Villarreal - 292-6978 Signature M. Villarreal

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-421-00-115-028-0-532

Service: $ 35.00 / mo (x) 1 months = ~~$0.00~~ 35.00 Account: 0-1100-421-00-115-028-0-619/664

Requisition Total: $330.00 / 35.00 Requisition Number: 167975 / 168094

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

Signature | Valde Guerra (Print Name) | 1/6/09 (Date)

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Felipe Diaz Signature Felipe Diaz

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Mario Sanchez Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Luis Galvan Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Nelda Mendez Signature Nelda Mendez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Juan J. Lopez Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Ronnie Ramirez Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Elizardo Ramos Signature Elizardo Ramos Jr.

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Todd Buster Signature Todd Buster

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Ruben Hernandez Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jose Alvarez Signature Jose Alvarez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rene Layton Signature Rene Layton

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Salvador Luna Signature Salvador Luna

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Fabian Luevano Signature Fabian Luevano

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rogelio Reyes Signature Rogelio Reyes

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Gary Keller Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Reymundo Martinez Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rufino Farias Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jose Gonzalez Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Lydia Serna Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Consuelo Sanchez Signature Consuelo A. Sanchez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-0031-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Graciela Lopez Signature Graciela Lopez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1293-441-00-340-013-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez Print Name	12/08/09 Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Lucila Vargas Signature Lucila Vargas

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1293-441-00-340-013-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Minerva Carranza Signature Minerva Carranza

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1293-441-00-340-013-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Juan Roel Torres Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1293-441-00-340-013-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Fernando Martinez Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1293-441-00-340-013-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Lilibeth Garcia Signature Lilibeth Garcia

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1293-441-00-340-013-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☒ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Dairen Sarmiento Signature Dairen Sarmiento

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-441-00-340-001-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Nora Gonzales Signature _____

Current# 827-9803

Quantity: 1

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

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Print Name	Date
	Eduardo	Olivarez

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Leticia Herrera Signature _____

Current #: 827-1457

Quantity: 1

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

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Print Name	Date
	Eduardo Olivarez	12/14/09

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee STAFF Signature

Quantity: 6

Service: $ 27.50 /mo (x) 12 months = $1,980.00 Account: 0-1100-415-18-160-001-0- -532

Service: $ / mo (x) months = $0.00 Account: -619/664

Requisition Total: $1,980.00 **Requisition Number:**

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

Martha L. Salazar

Martha L. Salazar

RAMON V.VELA JR. 12/08/09

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

N/A

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Pablo (Paul) Villarreal Jr. Signature Pablo Villarreal Jr.

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1100-415-15-140-001-0--532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Pablo Villarreal Jr. Pablo Villarreal Jr. 1-4-10

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Esther A. Cortez 330-1796 Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-415-50-190-002-0. -532

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-415-50-190-002-0 -619/664

Requisition Total: $385.00 **Requisition Number:**

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

Signature	Esther A. Cortez Print Name	12/17/09 Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Gabriel H. Garza 956-289-0977 Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1204-431-00-124-007-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Oscar L. Garza Jr	12/16/09
	Print Name	Date

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

Signature		
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Roberto Andrade 279-5865 Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1204-431-00-124-007-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Signature	Oscar L. Garza Jr	12/16/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jaime Guerra 279-5789 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1204-431-00-124-007-0 **-532**

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $330.00 **Requisition Number:** _____

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

O. L. Garza, Jr. RM3 | Oscar L. Garza Jr | 12/16/09

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Office Use 956-330-9402 Signature O. L. Garza, Jr mas

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 9-1204-431-00-124-007-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

O. L. Garza, Jr mas	Oscar L. Garza Jr	12/16/09
Signature	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Juan M Carranza 956-279-5613 Signature: Juan M. Carranza

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1204-431-00-124-007-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

O. L. Garza, Jr. | Oscar L. Garza Jr | 12/16/09

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jimmy D. Anthony 4072417 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1204-431-00-124-007-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

_____ Oscar L. Garza 12/16/09

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jorge L Guerra 648-8733 Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1204-431-00-124-007-0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $330.00 **Requisition Number:** _____

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

Gloria A Bettran | Oscar L. Garza | 12/16/09

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Norma L.Longoria Signature Norma Longoria

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma L Longoria NL

Signature	Norma L. Longoria	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rosalinda Diaz / WIC Mobile Signature Rosalinda Diaz

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma L Longoria NW

Signature | Norma L. Longoria (Print Name) | 12/08/09 (Date)

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Rosalinda Diaz / WIC Mobile Signature

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma L Longoria

Signature | Norma L. Longoria (Print Name) | 12/08/09 (Date)

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Graciela Requenez Signature Graciela L. Requenez

Quantity: 1

Service: $ 27.50 / mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0.9 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma Longoria — Signature

Norma L. Longoria — Print Name

12/08/09 — Date

(4) Executive Office Authorization (Justice of the Peace and Court Departments Only):

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Blanca Castilla Signature Blanca Castilla

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma L Longoria NW

Signature | Norma L. Longoria Print Name | 12/08/09 Date

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Kassandra Suarez Signature Kassandra Suarez

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma L Longoria III

Signature	Norma L. Longoria	12/08/09
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Margarita Gonzalez Signature Margarita Gonzalez

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma Longoria | Norma L. Longoria | 12/08/09

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Veronica Riojas Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma Longoria | Norma L. Longoria | 12/08/09

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Clarissa Ramirez Signature Clarissa Ramirez

Quantity: 1

Service: $ 27.50 /mo (x) 9 months = $247.50 Account: 9.1292.441.00.350.001.0 -532

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $247.50 **Requisition Number:** Pending

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

Norma L Longoria NLL

Signature | Norma L. Longoria Print Name | 12/08/09 Date

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Agapito Vargas Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1200-431-00-115-042-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1200-431-00-115-042-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168257 & 168262

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

_____	Agapito Vargas	01/07/10
Signature	Print Name	Date

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

_____	_____	_____
Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Paulino Rivera Signature Paulino Rivera Jr.

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1202-431-00-122-005-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1202-431-00-122-005-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168142 & 168145

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

Hector Palacios Jr

Signature	Hector "Tito" Palacios	01/07/10
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Humberto Garza Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1202-431-00-122-005-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1202-431-00-122-005-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168142 & 168145

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

Signature	Hector "Tito" Palacios	01/07/10
Signature	Print Name	Date

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

Signature	Print Name	Date
Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 2 40

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Jose Angel Ibarra Signature _____

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1212-452-00-122-008-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1212-452-00-122-008-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168147 & 168150

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

Hector Palacios

Signature	Hector "Tito" Palacios	01/07/10
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Edward Jimenez Signature Edward Jimenez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1200-431-00-122-004-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1200-431-00-122-004-0- **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168138 & 168140

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

Hector "Tito" Palacios 01/07/10

Signature | Print Name | Date

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Carlos Contreras Signature Carlos Contreras

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1202-431-00-122-005-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1202-431-00-122-005-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168142 & 168145

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

Hector Palacios Jr

Signature	Hector "Tito" Palacios	01/07/10
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee Ricardo Cuellar Signature Ricardo Cuellar

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1202-431-00-122-005-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1202-431-00-122-005-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168142 & 168145

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

Hector Palacios

Signature	Hector "Tito" Palacios	01/07/10
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

RECEIVED BY COUNTY AUDITOR
2010 JAN 8 PM 3 48

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Roquez Cavazos Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1202-431-00-122-005-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1202-431-00-122-005-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168142 & 168145

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

Signature	Hector "Tito" Palacios	01/07/10
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

RECEIVED BY
COUNTY AUDITOR
2010 JAN 8 PM 3 48

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Eralio Palacios Signature

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 0-1202-431-00-122-005-0 **-532**

Service: $ 35.00 / mo (x) 1 months = $35.00 Account: 0-1202-431-00-122-005-0 **-619/664**

Requisition Total: $365.00 **Requisition Number:** 168142 & 168145

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

Signature	Hector "Tito" Palacios	01/07/10
	Print Name	Date

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

WIRELESS COMMUNICATION SERVICES POLICY, GUIDELINES, AND PROCEDURES

REFERENCE

Form W.1.1 "Wireless Communication Agreement"
Form W.1.2 "Wireless Communication Service Request"
Form W.1.3 "Wireless Communication Device Daily Use Log"

BACKGROUND

On March 17, 2009, the Hidalgo County Commissioners' Court revised the Cellular Telephone Policy, Guidelines, and Procedures. This Wireless Communication Services Policy, Guidelines, and Procedures supersede the Cellular Telephone Policy, Guidelines, and Procedures approved on September 14, 2004, revised August 19, 2008. The wireless communication services policies, guidelines, and procedures set forth below are applicable to Hidalgo County Officials (elected or appointed), Department Heads and employees.

Hidalgo County recognizes the need for certain County personnel to use cellular phones to complete and enhance their job performance. This policy establishes the procedures for cellular telephone authorization and use.

Officials and department heads who determine that one or more of their employees require cellular telephone service in order to properly perform their work duties are provided the following two options, each having specific criteria:

Officials and department heads may request a cellular telephone(s) for use by their employees during normal working hours.

Employees of Hidalgo County whose duties may include the need for cellular telephone services can obtain cellular telephone services in one of the following manners:

Option	General Description	Section
County Owned Cellular Telephone Assigned to department:	Cellular telephone owned by Hidalgo County and managed by the department used exclusively for County business.	2.00

POLICIES AND GUIDELINES

1.00 WIRELESS COMMUNICATION SERVICES ADMINISTRATION

1.01 Wireless Communication Services Administrator: The Chief Information Officer shall serve as the Wireless Communication Services Administrator. The Wireless Communication Services Administrator shall be assigned responsibility for administering the countywide Wireless Communication Services Program. The Wireless Communication Services Administrator's responsibilities include the following:

1. Reviews requests for cellular telephone service from Officials/Department Heads and request approval for the issuance of cellular telephone service from Commissioner's Court;
2. Maintain a master list of all authorized wireless communication devices. The master list should include, but is not limited to, the following information:

   For departments issued a wireless device:

   a. Department name;
   b. Department's budget/expense account number;
   c. Wireless device telephone number;
   d. Wireless device model number;
   e. Wireless device serial number;
   f. Plan type (e.g. Business Essentials 1000) and cost;
   g. Status of cellular telephone (i.e., active or inactive); and
   h. Commissioners' Court approval date.
   i. Provides departments with a list of authorized wireless devices on a quarterly basis.

3. Maintain contact information for the County's authorized wireless device service representative;
4. Receives County owned cellular phones from the County's authorized wireless device service provider and issues cellular phones to Officials/Department Heads;
5. Settle wireless device invoice disputes with the County's' authorized wireless device service representative for County owned devices and service plans;
6. Reviews the Wireless Communication Services Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
7. Is responsible for other duties as outlined by this policy.

1.02 Officials/Department Heads shall be responsible for administering the Wireless Communication Services Program for their respective office/department. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Officials/Department Heads. Officials/Department Heads responsibilities include:

1. Receives training upon requesting wireless communication services and annually thenceforth regarding administration of the program and responsibilities from the Wireless Communication Services Administrator;
2. Determine the potential need for an employee to utilize a cellular phone for County business;
3. Submits requests for wireless communication services to the Wireless Communication Services Administrator;
4. Distributes wireless communication devices to the Users if departmental or employee assigned wireless communication devices are approved;
5. Document on ***Form W.1.4 "Wireless Communication Device Daily Use Log"*** the date the cellular phone was released/returned and the name of the authorized user that was provided with a County owned wireless communication device;
6. Reviews cellular phone service invoices in detail on a monthly basis to ensure that calls are appropriate and made in accordance with this policy for departmental assigned cellular phones;
7. Reviews departmental assigned cellular phone statements and recommends approval of payment;
8. Ensures cellular phones are stored in a secure location while not in use; and
9. Is responsible for other duties as outlined by this policy.

3.00 HIDALGO COUNTY OWNED DEVICES ASSIGNED TO THE DEPARTMENT

3.01 There are some circumstances where a "departmentally assigned wireless communication device" (e.g. cellular phones, data cards, GPS devices) may be provided by the County that is assigned to the Department. In these cases, the County will provide wireless communication

service and equipment. Departments may qualify for wireless communication service only if the Officials/Department Heads has determined it to be required for the department's performance and the following must be true:

1. The anticipated level of business use is significant; and
2. The related cost is justified when compared with alternative communication choices; and
3. Employees are frequently away from access to traditional land-based phone services; or
4. Employees work requires substantial travel.

3.02 Eligibility based on these requirements must be documented by the Officials/Department Heads on ***Form C.1.2 "Wireless Communication Service Request"*** form. Justification of need must be specified as to why other means of communication provided by the County (i.e. office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.

3.03 **Guidelines for Hidalgo County Owned Cellular Telephones**

1. Hidalgo County owned cellular telephones are to be used for County business only. Personal use of County owned cellular phones, other than deminimus use, is a clear violation of this policy and subject to disciplinary actions.
2. Appropriate use – the employee agrees to use the cellular telephone in ways consistent with County policy and all applicable local, state, or federal laws. Inappropriate and unlawful use of cellular telephone features is prohibited.
3. Use of a cellular telephone while operating a vehicle – cellular telephones users must be aware of state and municipal laws regarding the use of phones while driving. The laws vary widely by location. In addition, use of cellular telephones while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions; and
4. Institutional data on Hidalgo County owned cellular telephones – many smartphones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.
    a. Do not store County confidential, or sensitive personal information on a personal cellular phone or mobile device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.
    b. Do not transmit County confidential, or sensitive personal information through insecure channels such as email.
    c. Always protect the device with a password or PIN to prevent casual access.
5. Cellular phones that are assigned specifically to individuals are subject to IRS regulations and may be taxed accordingly. For more information consult: *http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.*
    a. Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.

b. Avoid or limit the amount of institutional data that is stored on your device.

c. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a Hidalgo County owned device.

6. Use of additional services, including long distance, directory assistance, direct connect charges, text messaging, data and third party services, and equipment insurance protection not included in the rate plans approved by Commissioners' Court is prohibited. Employees may be held personally liable if these types of charges are incurred. In addition, reimbursement to the County Treasurer's Office must be immediately made.

3.04 **Obtaining a County Owned Wireless Communication Device**

1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for wireless communication services using ***Form W.1.2 or W.1.3 "Wireless Communication Service Request"*** form.

2. The Wireless Communication Services Manager must fill out ***Form W.1.2 or W.1.3 "Wireless Communication Service Request"*** form with the following information:

   a. Department name;

   b. Department's budget/expense account number;

   c. Wireless communication service type;

   d. Estimated amount of business use per month (in minutes);

   e. Number of wireless communication devices needed;

   f. Justification for wireless communication service; and

   g. Officials/Department Heads signature.

3 The Wireless Communication Services Administrator will submit the request to Commissioners Court with a recommendation.

4 Request for wireless communication services submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.

5. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing wireless communication services.

6 Once approval is obtained, the department must prepare a purchase order for the full amount of the equipment and yearly service.

7 The purchase order should then be forwarded to the Information Technology Department for ordering of the equipment and service plan.

8 Once the cellular phone is received by the I.T. Department, the Officials/Department Heads must sign ***Form W.1.1 "Wireless Communication Agreement"***.

9 The cellular phone is assigned to the department.

3.05 **Departmental Responsibilities**

1. The department must maintain ***Form W.1.4 "Wireless Communication Daily Use Log" (the "log")*** for each wireless communication device that is issued directly to the department and not an individual. The log should include the following:
    a. The name and employee number of the employee who was issued wireless communication device;
    b. The reason why the wireless communication device was issued to the employee;
    c. The time the wireless communication device was issued out; and
    d. The time the wireless communication device was returned;
2. Ensures wireless communication devices are stored in a secure location while not in use; and
3. The department must periodically review the number and frequency of use of each wireless communication device to assess whether changes should be considered.

3.06 **Payment and Reconciliation**

1. Upon receipt of a wireless communication services provider billing statement, the Wireless Communication Services Administrator will upload invoices to the intranet for review by Officials/Department Heads, and employees.
2. Officials/Department Heads and employees will review the billing statements and immediately notify the Wireless Communication Services Administrator of billing errors, if any, via email. The Wireless Communications Services Administrator will proceed to process the departmental statements automatically UNLESS the individual departments raise a specific issue.
3. Officials/Department Heads will verify that required information is entered on the ***Form W.1.4 "Wireless Communication Daily Use Log"*** by department users.
4. Officials/Department Heads will verify that personal use, if any, of a cellular telephone is kept to *de minimus* use.
5. Officials/Department Heads will ensure that a purchase order has been requested for the estimated amount of wireless communication service charges for the remainder of the year.
6. Wireless Communication Services Administrator will review invoices on a monthly basis to ensure:
    a. ***Form W.1.2 or Form W.1.3 "Wireless Communication Service Request"*** form is on file for each wireless device listed on the invoice;
    b. Wireless devices and rate plans invoiced have been approved by Commissioners' Court;
    c. Charges for additional services (long distance, directory assistance, direct connect charges, text messaging and third party services, and equipment

insurance protection) not included in the rate plans approved by Commissioners' Court are included in the invoices;

d. Sufficient funds exist in the applicable purchase orders for payment of the invoice.

7. Wireless Communication Services Administrator will communicate billing errors of inaccuracies immediately to the wireless services provider to ensure prompt resolution.

8. Wireless Communication Services Administrator and Officials/Department Heads will make every effort to ensure balances are paid in full each month (other than disputed charges).

9. Verification and reconciliation of invoices must be completed within 5 work days of receiving the invoice. Reconciled invoices shall then be forwarded to the County Auditor's Accounts Payable Section for payment by the time prescribed.

4.00 DISCIPLINARY ACTIONS FOR POLICY NON-COMPLIANCE

4.01 Non-compliance of the Wireless Communication Services Policy may result in the following disciplinary actions:

1. Cellular phone services privileges taken from employees;

2. Reimbursement to Hidalgo County for unauthorized use of a County issued cellular telephone;

3. Employee dismissal; or

4. Other disciplinary action at the Officials/Department Heads discretion.

AI-19289 **13.B.**

Datacard Request

CC REGULAR

Date:	01/12/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Pct. 1

1. Authorization to purchase requisition#168099 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following services:

Quantity:	Department:	Employee Name:	Service Cost:	One Time Equipment Cost:	Description:	Notes:
1	Comm. Pct. 1	Jeff Riviera	12 months @ $55.00 = $660.00	$99.99	Novatel U727	

2. Approval of the attached cellular phone request form under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Req #168099-Amount available as of 1-7-10 $209.99 for obj codes 601 & 532.

A line item transfer in the amount $1,500.00 of to cover the data card service is pending CC approval, refer AI #19298, CC 1-12-10.

Obj. code 532 - Monthly service is $55.00 x 12 months =$660.00
Obj. code 601 - One time equipment cost = $99.99
Total =$759.99

Attachments

Link: Pct. 1 Cell Phone Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:37 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/07/2010 10:27 AM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Griselda Salazar Started On: 01/06/2010 04:49 PM

Final Approval Date: 01/08/2010

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: JEFF C. RIVIERA RIGHT OF WAY DIRECTOR / G.I.S. ANALYST PCT 1

Department #: R&B Employee ID #: 172758 Office: 1(956)968-8733 ext: 1026

Service: $ 55. /mo (x) 12 months = ~~$0.00~~ $660.00 Account: 0-1201-431-00-121-004-0-532

Service: $ 99.99 /mo (x) 1 months = ~~$0.00~~ 99.99 Account: 0-1201-431-00-121-0040-601

Requisition Total: 209.99 **Requisition Number:** 1108099

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

Lorie Ochoa — Signature | Lorie Ochoa — Print Name | 12/28/09 — Date

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

_____ Signature | _____ Print Name | _____ Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

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

Revised: 04/08/2009

AI-19221 **14.A.**

Election Services- Democratic Party

CC REGULAR

Date:	01/12/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Presentation of Contract for Election Services between Hidalgo County and the Hidalgo County Democratic Party for their Elections to be held on March 2, 2010.

BACKGROUND

One (1) Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Election Services- Dem. Party

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
2	Yvonne Ramon	Yvonne Ramon	01/06/2010 03:31 PM	APRV
3	Budget & Management	Erika Zamora	01/06/2010 03:34 PM	APRV
4	Roland Garcia	Rolando Garcia	01/08/2010 04:09 PM	APRV
5	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Veronica Lopez — Started On: 01/04/2010 02:56 PM

Final Approval Date: 01/08/2010

2010 PRIMARY ELECTION SERVICES CONTRACT BETWEEN THE COUNTY OF HIDALGO IN THE STATE OF TEXAS AND THE HIDALGO COUNTY DEMOCRATIC PARTY

THIS CONTRACT is made and entered into by and between the HIDALGO COUNTY DEMOCRATIC PARTY, acting and through its Chairman, Dolly Elizondo, hereinafter referred to as "Party" and the COUNTY OF HIDALGO, duly acting herein by and through its duly authorized representative, Yvonne Ramón, the County Elections Administrator, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092 (b), of the Texas Election Code this 14th day of December, 2009, and relating to the conduct and supervision of the County Party's Primary Election on March 2, 2010 (hereinafter referred to as the "election"), and the Hidalgo County Democratic Party's Runoff Primary Election, if necessary, on April 13, 2010 (hereinafter referred to as the "runoff election").

THIS CONTRACT is subject to the written approval of the Texas Secretary of State and is not binding on the parties until such written approval is obtained.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

I. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965 on behalf of the Party for the election and runoff election.

1.2 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.

1.3 Conduct one or more election schools, and notify the Party of set schedule as well as the election judges of the date(s), time(s), and place(s) of such schools.

1.4 Program, or arrange to have programmed, the ballot.

1.5 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.

1.6 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.

1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the Election Day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the Election Day polling places.

1.8 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day. Contracting Officer shall provide the Party separate precinct list reports of the consolidated precincts for Election Day.

1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.

1.11 If requested by the Party, prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.

1.12 Submit Election Night Returns (ENR) electronically to the Texas Secretary of State in the form requested by the Texas Secretary of State.

1.13 If requested by the Party, prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. ***Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

2.1 Upon request of the Contracting Officer, provide the Contracting Officer with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice.

2.2 As soon as possible after January 1, 2010, in accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and

the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.

2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.)

2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.

2.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.

2.6 As soon as possible after January 4, 2010 (or in the case of a runoff election, after March 2, 2010) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the Election Dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.

2.7 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code..

2.8 Prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.

2.9 Prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

3. ***Compensation, Billing, and Payment.***

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100 and Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, logic and accuracy testing, and voting machines and equipment transportation.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the contract (but not less than $75) in accordance with Section 31.100(d), Texas Election Code.

3.3 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in 3.1 above and (ii) for the Contracting Officer's fee as described in 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

3.4 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 60 days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

3.5 A cost estimate for the election and the runoff election is attached to and made a part of this contract as Exhibit A.

4. ***Early Voting.*** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the DRE voting equipment, as set forth in the administrative rules promulgated by the Texas Secretary of State.

5. ***Voting System.*** The electronic voting system to be used in the election and runoff election is ES&S, iVotronic touch screen, DRE (direct recording electronic).

6. ***Acknowledgement of Shared Election.*** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places (with the exception of each

political party obtaining an area completely separate from each party) and the cost of ballot programming with the other political party. It is not the intent of this paragraph to establish a joint primary under Section 172.126, Texas Election Code, but to allow the Party and the other political party in connection with their Primary Elections to share services, facilities, and equipment, and the cost thereof, when it is appropriate, efficient, and economical to do so.

7. ***General Provisions.***

7.1 Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

7.3 The Contracting Officer shall file copies of this contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Hidalgo County, Texas.

7.4 Only the actual expenses directly attributable to the contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the Texas Secretary of State under Chapter 173, Texas Election Code.

7. 6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:
Name: Yvonne Ramón
Mailing Address: 101 S. 10th Avenue, Edinburg, TX 78539
Tel.: (956) 318-2570
Fax: (956) 393-2081
Email: yvonne.ramon@co.hidalgo.tx.us

For the Party:
Name: Dolly Elizondo
Mailing Address: 301 N. Main, McAllen, TX 78501
Tel: (956) 467-8833
Fax: (956) 581-0330
Email: dolly @hidalgodemocrats.org

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By Yvonne Ramon
Title Elections Administrator
Date 12/14/09

The Party

By
Title HIDALGO COUNTY DEMOCRATIC PARTY CHAIR
Date DECEMBER 14, 2009

The State of Texas
County of Hidalgo
Before me, the undersigned authority, on this day personally appeared Yvonne Ramon and Dolly Elizondo known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 14th day of December, , 2009.

(Seal)

Teresa J. Trujillo
Signature of officer administering oath

Notary
Title of officer administering oath

TERESA J TRUJILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-22-2013

APPROVED:

Texas Secretary of State

By _____

Title _____

Date _____

Prescribed by Secretary of State (Form PCE)
Section 31.002, V.T.C.A., Election Code 10/2009

PRIMARY/RUNOFF ELECTION COST ESTIMATE

(Must be filed with the Secretary of State no later than the 45th day before the General Primary Election (January 20, 2010), regardless of whether state funds are requested.

Special Note: The approval of this estimate is merely to advance funds for the primary. Final determination as to whether or not an item(s) is payable with primary funds will be determined upon receipt of the Final Cost Report and copies of the bids and receipts for line item $2,000 and over.

PLEASE REFER TO THE PRIMARY/RUNOFF ELECTION COST ESTIMATE INSTRUCTIONS WHEN COMPLETING THIS FORM:

Please indicate whether this cost estimate applies to the Primary or the Runoff by checking the appropriate box: Primary [X] Runoff [ ]

County HIDALGO Party DEMOCRATIC County Chair Dolly Elizondo

Physical Address 301 N. Main Mail Address SAME City, State, Zip McAllen, Tx. 78501 Home Phone 956-467-8833

Business Phone 956-467-8833 Fax Number 956-581-6330 E-Mail Address dolly@hidalgodemocrats.org

Other Contact Person (if any) Rosalie Weisfeld Contact's Phone Number 956-793-5814 Contact's E-Mail rweisfeld@rgv.rr.com

Federal Employer's ID Number ("EIN") 38-3784074 Texas Workforce Commission Acct. No. (if applicable) _____

Conducting a Joint Primary Yes _____ No X (if yes, Joint Resolution Attached)

Contracting with County Election Officer Yes X No _____ (if yes, County Election Services Contract Attached)

A. ESTIMATED STATISTICAL INFORMATION FOR PRIMARY/RUNOFF

1. Projected voter turnout countywide in your party's primary. **61,205**
2. Number of election day polling places to be used in primary. (excluding early voting sites) **84**
3. Number of county designated election precincts. **144**
4. Number of election day polling places to be shared with another party. **45**
5. Number of public buildings to be used as election day polling places. **74**
6. Number of early voting stations to be used. **28**
7. Voting system: ("A" early voting, "E" election day, if different)

   General Primary: Paper _____ Optical Scan Mail DREs/Touch screen X E, A

8. Number of **ballots** to be ordered. (**including early voting, sample ballots**) **13,000**
9. Number of **election kits** to be ordered. (**excluding early voting**) **84**

B. ESTIMATED COST OF PRIMARY/RUNOFF

(If an item is contracted, please indicate by typing the letter "C" on the blank line prior to line item.)

	County Chair Requested Amount	SOS Estimated Amount	Contracted w/ County	Notes – SOS Use Only
1. Ballot printing costs **(receipts req'd)**	$ 28,068.00	$	☐	
2. Electronic voting system programming and testing **(receipts req'd)**	$ 14,790.00	$	☐	
3. Publication of **Testing** electronic voting systems **(receipts req'd)**	$ 264.00	$	☐	
4. Vendor and County Technical and Site Support				
A. Vendor	$ 0.00	$	☐	
B. County	$ 0.00	$	☐	
5. Election kits and other precinct supplies **(receipts req'd)**	$ 5,010.00	$	☐	
6. Rental of voting equipment				
A. Rental of **county-owned** voting equipment per **complete unit only**				
542 (# of devices) X rental rate of $5.00 (per unit) =	$ 2,710.00	$	☐	
B. Rental of **non-county-owned** voting equipment per **complete unit only**				
1. DREs/Touch Screens/PEBs ____ (# of devices) X rental rate of $ ____ (per unit) =	$ 0.00	$	☐	
7. Transportation of voting equipment **(Such expenses as Labor Cost, Vehicle Rental, or Fuel - detail itemized receipts req'd)**				
A. Voting Booths	$ 0.00	$	☐	
B. Transportation charges for Delivery of Machines	$ 5,200.00	$	☐	
8. Primary (Number of **polling places rented** ____ ____)	$ 300.00	$	☐	
9. Precinct election judges and clerks **(compensation sheets req'd)**				
465 (# of precinct judges & clerks **(training required)**) X $8.50 (hourly rate) X 14 hours (per person)	$ 55,356.00	$	☐	

	County Chair Requested Amount	SOS Estimated Amount	Contracted w/ County	Notes – SOS Use Only
10. Election judges or clerks' fee for pickup and delivery of supplies (**compensation sheets req'd for final**)				
155 # of election judges or clerks (**training required**) X $15.00 dollars (**fee -max. $15.00 per person per polling location**)	$ 2,350.00	$	☐	
11. Personnel for Central Counting Station				
A. CCS Manager 1 (1 mgr per station) X $ $46.00 (hourly rate) 5 hours (per person)	$ 230.00	$	☐	
B. Tabulation Supervisor 1 (1 tab. supvr. per station) X $48.00 (hourly rate) X 5 hours (per person)	$ 241.00	$	☐	
C. Asst. Tab. Supervisor 1 (# of workers) X $23.00 (hourly rate) X 5 hours (per person)	$ 116.00	$	☐	
D. Presiding Judge 10 (1 pres.judge & clerks per station (**training required**)) X $8.50 (hourly rate) X 5 hours (per person)	$ 421.00	$	☐	
12. Personnel for EVBB & PLBB Central Counting Station				
A. Early Voting Ballot Board personnel				
Primary 14 (1presiding judge & clerks (**training required**)) X $8.50 (hourly rate) X 5 hours (per person)	$ 600.00	$	☐	
B. Provisional and Late Ballot Board Processing				
Primary 4 (1presiding judge & clerks (**training required**)) X $8.50 (hourly rate) X 5 hours (per person)	$ 175.00	$	☐	
13. Miscellaneous **election day costs** (**detail itemization - receipts req'd**)				
Liability Insurance	$ 500.00	$	☐	
Cell Phones	$ 3,798.00	$	☐	
	$ 0.00	$	☐	
14. County Election Services Contract Administrative Fee	$ 12,012.00	$		
15. Total Estimated Cost of Primary. (Add lines B1-B14)	$ 132,141.00	$		

	County Chair Requested Amount	SOS Approve Amount.	Notes – SOS Use Only

C. ESTIMATED ADMINISTRATIVE COST FOR PRIMARY/RUNOFF

1. Office rent 12/09 through 05/10 (Standard Lease Form Required & 3 Bids)	$ 3,000.00	$	
2. Office Personnel	$ 15,000.00	$	
3. Administrative Personnel Payroll Taxes	$ 2,250.00	$	
4. Telephone and utilities	$ 3,500.00	$	
5. Office Furniture rental	$ 0.00	$	
6. Office Equipment rental	$ 0.00	$	
7. Office Supplies	$ 721.00	$	
8. Postage	$ 450.00	$	
9. Legal Fees (Written approval req'd – Payable on Final)	$ 0.00	$	
10. Ballot/Programming Re-Printing/Re-Programming Cost (receipts req'd) (Report legal fees, re-printing or programming only on Final Cost Report)	$ 0.00	$	
11. Miscellaneous (detail itemization - receipts req'd)			
A. 2 Election Law Books	$ 300.00	$	
B. Personal Computer, Printer & Software	$ 1,500.00	$	
C. Furniture	$ 3,579.00	$	
12. Total Estimated Administrative Cost of Primary. (Add lines C1-C11)	$ 30,300.00	$	

	County Chair Requested Amount	SOS Approve Amount.	Notes – SOS Use Only
D. TOTAL ESTIMATED PRIMARY/ RUNOFF COST (ADD LINES B15 AND C12)	$ 162,441.00	$	
E. FINANCING SOURCES			
1. Beginning balance (include funds retained from prior primary)	$ 0.00	$	
2. Filing fees received by County Chair from Candidates	$ 52,000.00	$	
3. Filing fees received from State Executive Committee	$ 1,173.00	$	
F. SUBTOTAL OF FINANCING SOURCES (ADD LINES E1 – E3)	$ 53,173.00	$	
G. CONTRIBUTIONS, MISCELLANEOUS, & EARNED INTEREST	$ 0.00	$	
H. TOTAL FINANCING SOURCES (ADD LINES F + G)	$ 53,173.00	$	
I. NET ESTIMATED PRIMARY/RUNOFF COST OR (SURPLUS) (SUBTRACT LINE H FROM LINE D)	$ 109,268.00	$	
J. 75% OF NET ESTIMATED COST- § 173.083(b) (1), TEX. ELEC. CODE	$ 81,951.00	$	

*Rule refers to the 2010 Primary Finance Rules, Texas Administrative Code, §§ 81.101-81.134

**Rule refers to the 2010 Joint Primary Finance Rules, Texas Administrative Code, §§ 81.145-81.157

K. SWORN AFFIDAVITS

I, DOLLY L. ELIZONDO, County Chair of the Democratic Party in HIDALGO, County, Texas, do solemnly swear that the foregoing facts and estimated costs are true and accurate and that all information required to be reported by me for the 2010 General Primary Election are fully shown.

Signature of County Chair — 12/23/2009 Date

The State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared DOLLY L. ELIZONDO known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this 23 day of December, 2009.

SEAL — TERESA J TRUJILLO, Notary Public, STATE OF TEXAS, My Comm. Exp. 08-22-2013

Teresa J. Trujillo — Signature of officer administering oath — 12/23/09 Date

Notary — Title of officer administering oath

PLEASE COMPLETE THE FOLLOWING IF CONTRACTING WITH THE COUNTY.

I, Yvonne Ramon, County Election Officer, do solemnly swear that the foregoing facts and estimated costs reported in Sections A and B are true and accurate and that all information required to be reported by me for the 2010 Joint General Primary Election are fully shown.

Yvonne Ramon — Signature of County Election Officer — Title — 12/23/2009 Date

The State of Texas
County of HIDALGO

Before me, the undersigned authority, on this day personally appeared Yvonne Ramon known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this 23 day of December, 2009

Teresa J. Trujillo — Signature of officer administering oath — 12/23/09 Date

SEAL — TERESA J TRUJILLO, Notary Public, STATE OF TEXAS, My Comm. Exp. 08-22-2013

Notary — Title of officer administering oath

AUTHORIZATION FOR ISSUANCE OF WARRANT

TO BE COMPLETED BY SECRETARY OF STATE ONLY

Total Estimated Primary Cost as Submitted $ _____

Total Estimated Primary Cost as Approved by the Secretary of State $ _____

Net Estimated Cost $ _____

APPROVED: Authorization for issuance of Warrant for 75% of Net Estimated Cost of the Primary Election $ _____

Secretary of State's Office:

BY _____
Election Funds Management Director Date

AGENCY CERTIFICATION

I approve this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.

Aproved for Payment _____
Director for Elections Date

PLEASE MAIL OR FAX PRIMARY/RUNOFF ESTIMATE INCLUDING ATTACHMENTS TO:

Secretary Of State
Election Funds Management Section
P. O. Box 12060
Austin, Texas 78711-2060
(512) 463-7552

SHOULD YOU HAVE ANY QUESTIONS ON COMPLETING THIS FORM, PLEASE CALL 1-800-252-2216 OR 512-463-5650

PRIMARY FINANCE RECORDS ARE SUBJECT TO THE OPEN RECORDS ACT.

AI-19268 **14.B.**

Early Voting Schedule- March 2, 2010

CC REGULAR

Date:	01/12/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Discussion and approval of Early Voting Sites (dates & times) for the March 2, 2010 Primary Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: March 2, 2010 Early Voting Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
2	Budget & Management		01/08/2010 05:42 PM	PEND
3	Roland Garcia	Rolando Garcia	01/08/2010 01:56 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW
Form Started By: Veronica Lopez			Started On: 01/06/2010 01:32 PM	
Final Approval Date: 01/08/2010				

FROM Feb. 16 - Feb. 26, 2010 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

March 2, 2010 –PRIMARY ELECTION

EARLY VOTING SCHEDULE

Dates		Hours
Monday	Feb. 15, 2010	HOLIDAY
Tuesday	Feb. 16, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Feb. 17, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Feb. 18, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Feb. 19, 2010	7:00 A.M. -- 7:00 P.M.
Saturday	Feb. 20, 2010	7:00 A.M. -- 7:00 P.M.
Sunday	Feb. 21, 2010	10:00 A.M. – 3:00 P.M.
Monday	Feb. 22, 2010	7:00 A.M. -- 7:00 P.M.
Tuesday	Feb. 23, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Feb. 24, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Feb. 25, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Feb. 26, 2010	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS

ALAMO SUB
Alamo Public Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
Elections Annex Bldg
317 N. Closner "REAR"
Edinburg, TX

EDINBURG SUB
UTPA
1201 W. University
Edinburg, TX

ELSA SUB
"New" City Hall
302 S. Diana
Elsa, TX

HIDALGO SUB
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
Housing Authority
945 S. Leo Ave.
La Joya, TX

MCALLEN SUB
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MCALLEN SUB
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
Chamber of Commerce
348 S. Ohio
Mercedes, TX

MISSION SUB
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
Fire Station #3
1804 N. Shary Rd.
Mission, TX

PALMVIEW SUB
Hidalgo Co. Pct. #3 Pavilion
734 N. Breyfogle Rd.
Palmview, TX

PHARR SUB
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
Las Milpas Comm. Ctr.
7107 S. Cage
Pharr, TX

PROGRESO SUB
Progreso Comm. Ctr.
Fm 1015 Baker/Malone
Progreso, TX

SAN JUAN SUB
San Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
Weslaco City Hall
255 S. Kansas Ave.
Weslaco, TX

Draft

****CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 1/06/10)

AI-19287 **15.A.**

Amendment to Interlocal - City of San Juan

CC REGULAR

Date:	01/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Discussion and action on Amendment to Interlocal Cooperation Agreement between the City of San Juan and County of Hidalgo regarding FM 2557 From US 281 to 0.5 Miles south of Bus. 83 - a section of which is within the city limits of San Juan.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Out of PCT 2 Account

FISCAL YEAR: 10

ACCT. #: 0-1202-431-00-122-006-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 01/07/10.

Attachments

Link: Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:12 AM	APRV
2	Olga Garza	Olga Garza	01/07/2010 11:15 AM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Sandra Garcia

Started On: 01/06/2010 04:47 PM

Final Approval Date: 01/08/2010

STATE OF TEXAS '

'

COUNTY OF HIDALGO '

AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This AMENDMENT TO Interlocal Cooperation Agreement Between the **CITY OF SAN JUAN, TEXAS** and the **COUNTY OF HIDALGO, TEXAS** (the Amendment), effective the 29 day of December 2009, is made between the City of San Juan, Texas and the County of Hidalgo, Texas, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about August 11, 2009, the City of San Juan ("San Juan") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the Agreement) regarding certain highway improvements to FM 2557 from U.S. 281 to 0.5 Mile South of Business 83 (the "Project"), a section of which is within the city limits of San Juan;

WHEREAS, the Agreement committed each party to perform certain services regarding the acquisition of right-of-way for the Project;

WHEREAS, the Agreement was further structured in a manner in which the County would seek reimbursement from the Texas Department of Transportation ("TxDOT") on behalf of San Juan from monies originally budgeted for San Juan for right-of-way acquisition;

WHEREAS, TxDOT has since restructured its reimbursement process for the Project and now requires San Juan to request all reimbursements for the Project on its own behalf;

WHEREAS, based on TxDOT's new reimbursement requirements, the parties desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the tasks performed by the County on the San Juan's behalf and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Agreement, San Juan and County hereby agree to the following amendments to the Agreement:

1. The paragraph numbered 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

2. San Juan agrees to reimburse County for any and all costs associated with acquisition of right-of-way within the San Juan city limits and ETJ within thirty (30) days of receipt of invoice from County by San Juan.

2. The paragraph numbered 3 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

3. San Juan further agrees to reimburse County under the same terms and conditions set forth in paragraph 2 above, for any and all expenses incurred by County directly or indirectly related to right-of-way acquisition for the Project, including but not limited to, cost of land; title policies; appraisals; recording fees; closing costs; any necessary legal services; and other associated expenses related to acquisition or condemnation of right-of-way within the city limits and ETJ of San Juan.

3. The paragraph numbered 4 of the Agreement is deleted in its entirety.

4. The paragraph numbered 5 of the Agreement is deleted in its entirety and replaced with the following:

5. The parties will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

5. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the City of San Juan and the County ratify and confirm the terms and provisions of the Agreement as amended.

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

THE CITY OF SAN JUAN

Pedro Contreras, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

AI-19341 **16.A.**

Approval of Proclamation honoring Mariachi Juvenil Azteca
CC REGULAR

Date: 01/12/2010
Submitted By: Joann Gonzalez, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Approval of Proclamation honoring Mariachi Juvenil Azteca.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 03:34 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/08/2010 04:15 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Joann Gonzalez — Started On: 01/08/2010 03:31 PM

Final Approval Date: 01/08/2010

PROCLAMATION
MARIACHI JUVENIL AZTECA

Whereas, Edcouch Elsa Mariachi Juvenil Azteca is comprised of young and remarkably talented musicians with an immense desire to promote the beauty and splendor of mariachi music.

Whereas, Mariachi Juvenil Azteca was formed in the fall of 2005 and quickly gained recognition as one of the best Mariachi programs throughout the Rio Grande Valley and the State of Texas.

Whereas, Current students have been a work in progress since sixth grade.

Whereas, Students participating in this organization with confidence, opportunities, and with reward to obtain higher education goals.

Whereas, Mariachi Juvenil Azteca exhibits energetic performances, strong vocals, stirring melodies, and masterful execution of classical, traditional and contemporary arrangements alike.

Whereas, Mariachi Juvenil Azteca has captivated audiences across the State of Texas and recently traveled to Orlando, Florida where they were awarded a National Championship in the Jr. High division by the world-renowned Mariachi Cobre.

Whereas, Directors Homero Gutierrez, Marcos Zarate, Marcos Garcia, and Juan Navarro will continue to work diligently to promote and set high standards for mariachi programs across the nation and to ensure that Mariachi music education at Edcouch-Elsa is always at best.

NOW, THEREFORE, LET IT BE PROCALIMED that the Hidalgo County Commissioners' Court joins the band community in recognizing this fine group of band members in their National Championship and calls upon all Hidalgo County residents to join together and congratulate the Mariachi Juvenil Azteca for honorably representing Hidalgo County and bringing home a national trophy.

_____
Rene A. Ramirez
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
OSCAR L. GARZA
County Commissioner, Pct. 4

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-19234 **17.A.**

Additional Right of Way - 2 Mile Line Road

CC REGULAR

Date:	01/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #3

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals, review appraisal, and acquisition of additional right of way for the 2 Mile Line Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 **ACCT. #:** 0-1203-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Funding for project with be provided by Pct 3. Available balance of $40,000.00. Pending transfer (Refer to AI 19309)

Attachments

Link: 2 Mile line

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:10 AM	APRV
2	Olga Garza	Olga Garza	01/07/2010 03:28 PM	APRV
3	Auditor's Office	Monica Badillo	01/08/2010 03:02 PM	APRV
4	Olga Garza	Olga Garza	01/08/2010 03:30 PM	APRV
5	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Sandra Garcia Started On: 01/05/2010 10:46 AM

Final Approval Date: 01/08/2010

2 mile Line Rd
Project

Total of 3 Parcels



AI-19308 **18.A.1.**

Appropriation for McColl Road Off-Site Drain Ditch-Thomas Drain
CC REGULAR

Date: 01/12/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #2 R&B (1202)
Approval of 2010 appropriation of funds into McColl Road Off-Site Drain Ditch in the amount of $25,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-047-0-XXX

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

BUDGETARY IMPACT:

Carryover 2009 ending balance of program 047.

Attachments

Link: revised appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 03:24 PM	APRV
2	Roland Garcia	Rolando Garcia	01/07/2010 04:27 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 01/07/2010 02:32 PM

Final Approval Date: 01/08/2010

DATE: January 7, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-047-0-XXX

2010
Appropriation

AI-19308 (Revised)

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

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
711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	$25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 25,000.00

REASON: This appropriation is needed for the appraisals reports needed on McColl Road Off-Site Drain Ditch - Thomas Drain Project. CARRY OVER 2009 ENDING BALANCE OF PROGRAM 047.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19284 **18.A.2.**

Budget Amendment - Fund Supplemental Pay and fringes for Slot no. 0014 approved after the 2010 Budget Adoption.

CC REGULAR

Date:	01/12/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	DBM - Workers Comp Division
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

DBM - Workers Compensation Division (2202):
Approval of 2010 appropriation of funds for DBM - Workers Compensation Division in the total amount of $4,943.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $4,943.00 available as of 01/06/10.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/07/2010 09:23 AM	APRV
2	Budget & Management	Erika Zamora	01/07/2010 09:24 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/07/2010 03:17 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Sylvia Solis Started On: 01/06/2010 04:31 PM

Final Approval Date: 01/08/2010

DATE: January 6, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for DBM Workers Compensation

ACCOUNT NUMBER: 0-2202-419-50-115-065-0-117

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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
0-2202-419-50-115-065-0-117	DBM-W/C Division -	Supplemental Pay	4,200.00
0-2202-419-50-115-065-0-220	DBM-W/C Division -	FICA	322.00
0-2202-419-50-115-065-0-230	DBM-W/C Division -	Retirement	400.00
0-2202-419-50-115-065-0-250	DBM-W/C Division -	Unemployment	21.00
		TOTAL BUDGET INCREASE (DECREASE)	**4,943.00**

REASON: Budget appropriation to fund supplemental pay & related fringes for slot. no 0014.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-19241 **18.A.3.**

Appropriation- Salaries and Fringes for extension of one (1) temp position and creation of one (1) Reg. Full-time Deputy Clerk

CC REGULAR

Date:	01/12/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	County Clerks
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Co Clerks Record Archive (1100)
Approval of 2010 appropriation of funds for the County Clerks (Record Archive 1100) in the amount of $21,051.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $21,051.00. Funds available in reserved F/B account as of 01/05/10.

Acct #0-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"

Attachments

Link: Budget Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 02:43 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/08/2010 05:00 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Rosie Cantu Started On: 01/05/2010 01:36 PM

Final Approval Date: 01/08/2010

DATE: January 5, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Clerk Record Archive

ACCOUNT NUMBER: 0-1100-415-40-180-002-0-XXX

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

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
0-1100-415-40-180-002-0-121	Co. Clerk Record Archive - Reg F/T Employees	27,000.00
0-1100-415-40-180-002-0-121	Co. Clerk Record Archive - Temp F/T Employee	10,360.00
0-1100-415-40-180-002-0-211	Co. Clerk Record Archive - Health Insurance	4,164.00
0-1100-415-40-180-002-0-212	Co. Clerk Record Archive - Life Insurance	27.00
0-1100-415-40-180-002-0-220	Co. Clerk Record Archive - FICA	2,859.00
0-1100-415-40-180-002-0-230	Co. Clerk Record Archive - Retirement	2,571.00
0-1100-415-40-180-002-0-250	Co. Clerk Record Archive - Unemployment Comp	1,070.00
	TOTAL BUDGET INCREASE (DECREASE)	**21,051.00**

REASON: To appropriate funding to cover the cost of expenditures for salaries and related fringe benefits for the extension of one (1) temporary full time position and one (1) regular full-time Deputy Clerk position (slot no. 0009) approved by CC on 12/29/09 (REF AI-19085 & AI-19081). Positions effective for calendar year 2010. **Note: Monies are to be unreserved from acct # 9-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19344 **18.A.4.**

2009 unappropriation of funds for County Records Management (1238) for Co. Clerk & District Clerk-year end closing

CC REGULAR

Date:	01/12/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

County Records Management Fund (1238):
A. Approval of 2009 unappropriation of funds for the County Clerk County Records Management fund (fund 1238, program #004) in the amount of $1,000.00 for year end closing.
B. Approval of 2009 unappropriation of funds for the District Clerk County Records Management fund (fund 1238, program #003) in the amount of $1,000.00 for year end closing.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1238-41X-X0-XX0-00X-0-XXX

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

BUDGETARY IMPACT:

9-1238-415-40-180-004-0-113-Co. Records Management-Co. Clerk-Unappropriation of funds in the amount of $1,000.00 for year end closing.

9-1238-412-00-090-003-0-350-Co. Records Management-District Clerk-Unappropriation of funds in the amount of $1,000.00 for year end closing.

Attachments

Link: Co. Records Management-Co. Clerk unappropriation

Link: Co. Records Management-District Clerk unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/08/2010 04:02 PM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 04:42 PM	APRV
3	Erika Zamora	Erika Zamora	01/08/2010 04:58 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Ivan Cantu

Started On: 01/08/2010 03:45 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co Records Management Fund

ACCOUNT NUMBER: 9-1238-412-00-090-003-0-350

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Unappropriation

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
9-1238-412-00-090-003-0- 350	DC County Records Mgmt-	Other Services	(1,000.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(1,000.00)**

REASON: Unappropriation of funds for Co. Records Management Fund-District Clerk (1238, program #003) for year end closing. Monies will be transferred back to unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co Records Management Fund

ACCOUNT NUMBER: 9-1238-412-00-090-003-0-350

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Unappropriation

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
9-1238-412-00-090-003-0- 350	DC County Records Mgmt-	Other Services	(1,000.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(1,000.00)**

REASON: Unappropriation of funds for Co. Records Management Fund-District Clerk (1238, program #003) for year end closing. Monies will be transferred back to unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19342 **18.A.5.**

2009 Unappropration of funds for Pct. 4 Parks (1214) for year end closing
CC REGULAR

Date:	01/12/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. 4 Parks (1214):
Approval of 2009 unappropriation of funds for Parks Pct. 4 (1214) in the amount of $4,100.00 for year end closing.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-720

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $4,100.00 for Pct. 4 Parks (1214) for year end closing.

Monies will be transferred back to unreserved f/b; funds available as of 1-8-10.

Attachments

Link: 2009 Pct. 4 Parks (1214) unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/08/2010 03:43 PM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 03:44 PM	APRV
3	Erika Zamora	Erika Zamora	01/08/2010 04:58 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Ivan Cantu Started On: 01/08/2010 03:36 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 4 Parks

ACCOUNT NUMBER: 9-1214-452-00-124-009-0-681

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Unappropriation

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
9-1214-452-00-124-009-0- 720	Pct. 4 Parks-	Buildings	(4,100.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(4,100.00)**

REASON: Unappropriation of funds for Pct. 4 Parks (1214) for year end closing. Monies will be transferred back to unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19327 **18.A.6.**

2009 Unappropriation of funds for Purchasing BCAP (1200)
CC REGULAR

Date:	01/12/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Purchasing BCAP (1200)
Approval of 2009 unappropriation of funds for Purchasing BCAP (1200) in the amount of $54,060.98.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-415-18-160-003-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $54,060.98 for Purchasing BCAP.

Monies will be transferred back to unreserved f/b.

Funds available as of 1-8-10.

Attachments

Link: Purchasing BCAP (1200) unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/08/2010 10:10 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 10:21 AM	APRV
3	Erika Zamora	Erika Zamora	01/08/2010 04:57 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Ivan Cantu Started On: 01/08/2010 09:41 AM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Purchasing BCAP (1200)

ACCOUNT NUMBER: 9-1200-415-18-160-003-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Unappropriation

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
9-1200-415-18-160-003-0-	113	Purchasing-	Reg. F/T Employees	(41,950.00)
9-1200-415-18-160-003-0-	115	Purchasing-	Longevity Pay	(540.00)
9-1200-415-18-160-003-0-	211	Purchasing-	Health Insurance	(4,164.00)
9-1200-415-18-160-003-0-	212	Purchasing-	Life Insurance	(27.00)
9-1200-415-18-160-003-0-	220	Purchasing-	FICA	(3,250.00)
9-1200-415-18-160-003-0-	230	Purchasing-	Retirement	(3,833.00)
9-1200-415-18-160-003-0-	250	Purchasing-	Unemployment Comp.	(212.00)
9-1200-415-18-160-003-0-	260	Purchasing-	Workers Comp	(84.98)
			TOTAL BUDGET INCREASE (DECREASE)	**(54,060.98)**

REASON: Unappropriation of funds for Purchasing BCAP (1200) in order to cover a negative fund balance. Monies will be transferred back to unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19328 **18.A.7.**

2009 Unappropriation of funds for Pct. 3 R & B (1203)

CC REGULAR

Date:	01/12/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. 3 R & B (1203)
Approval of 2009 unappropriation of funds for Pct. 3 R & B (1203) in the amount of $340.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-664

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $340.00 for Pct. 3 R & B.

Monies will transfer back to unreserved f/b.

Funds available as of 1-8-10.

Attachments

Link: Pct. 3 R&B (1203) unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/08/2010 10:10 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 10:21 AM	APRV
3	Perla Lopez	Perla Lopez	01/08/2010 11:45 AM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Ivan Cantu Started On: 01/08/2010 09:47 AM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 R & B

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-664

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Unappropriation

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
9-1203-431-00-123-005-0- 664	Pct. 3 P/U Rd.-	Other Minor Equipment	(340.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(340.00)**

REASON: Unappropriation of funds for Pct. 3 R & B (1203) in order to cover a negative fund balance. Monies will be transferred back to unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19334 **18.A.8.**

2009 Unappropriation for Pct. #2 P/U Rd (1202) for year end closing

CC REGULAR

Date:	01/12/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. 2 R & B (1202):
Approval of 2009 unappropriation of funds for Pct. 2 R & B (1202) in the amount of $45,552.55 for year end closing.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-260

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

BUDGETARY IMPACT:

Unappropriation of funds for Pct. 2 R & B (1202) in the amount of $45,552.55 for year end closing.

Monies will be transferred back to unreserved f/b; funds available as of 1-8-10.

Attachments

Link: Pct. 2 R & B 2009 unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 02:28 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/08/2010 02:56 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Erika Zamora Started On: 01/08/2010 02:11 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Commissioner Pct.#2

DEPARTMENT NAME: Pct. #2 P/U Rd

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-260

Contact Person: Erika Zamora **Ph#:** 292-7025 Ext 5416

2009
Unappropriation

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
9-1202-431-00-122-006-0-260	Pct.2 P/U Rd - Workers Comp	(45,552.55)
	TOTAL BUDGET INCREASE (DECREASE)	**(45,552.55)**

REASON: To unappropriate funds for Pct. 2 P/U Rd (1202) for year end closing. Monies will be transferred back to unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19340 **18.A.9.**

2009 Unappropriation for Pct. 3 R & B (1203) for year end closing

CC REGULAR

Date:	01/12/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. 3 R & B (1203):
Approval of 2009 unappropriation of funds for Pct. 3 R & B (1203) in the amount of $63,365.23 for year end closing.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $63,365.23 for Pct. 3 R & B (1203) for year end closing.

Attachments

Link: Pct. 3 P/U Rd 2009 Unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 03:33 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/08/2010 04:14 PM	APRV
3	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Erika Zamora Started On: 01/08/2010 03:25 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Commissioner Pct.#3

DEPARTMENT NAME: Pct. #3 P/U Rd

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

Contact Person: Erika Zamora **Ph#:** 292-7025 Ext 5416

2009
Unappropriation

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
9-1203-431-00-123-005-0-121	Pct.3 P/U Rd - Temp F/T Employees	(13,610.23)
9-1203-431-00-123-005-0-211	Pct.3 P/U Rd - Health Insurance	(9,652.83)
9-1203-431-00-123-005-0-260	Pct.3 P/U Rd - Workers Comp	(27,529.70)
9-1203-431-00-123-005-0-421	Pct.3 P/U Rd - Disposal	(570.00)
9-1203-431-00-123-005-0-540	Pct.3 P/U Rd - Advertising	-600.00
9-1203-431-00-123-005-0-583	Pct.3 P/U Rd - Travel Out of County	-700.00
9-1203-431-00-123-005-0-584	Pct.3 P/U Rd - Registration Fees	-6,408.00
9-1203-431-00-123-005-0-630	Pct.3 P/U Rd - Food	-1,000.00
9-1203-431-00-123-005-0-719	Pct.3 P/U Rd - Land	-168.00
9-1203-431-00-123-005-0-890	Pct.3 P/U Rd - Other	-2,926.47
9-1203-431-00-123-005-0-855	Pct. 3 P/U Rd - Late Fees, Penalties & Fin Chg	-200.00
	TOTAL BUDGET INCREASE (DECREASE)	**(63,365.23)**

REASON: To unappropriate funds for Pct. 3 P/U Rd for year end closing.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-19347 **18.C.1.**

449th DC - Salary Increases
CC REGULAR

Date: 01/12/2010
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Judge Contreras
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

449th District Court (1100):
A. Approval of salary increases for the following positions, effective next full pay period (01/18/10):

Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Increase
0003	Court Coordinator	$65,625.00	$68,000.00	$2,375.00
0004	Bailiff/Interpreter	$46,000.00	$48,000.00	$2,000.00
			Total Increase Amount:	$4,375.00

B. Approval of 2010 intradepartmental transfer.
C. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-011-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Operating Budget will be reduced. Please see attached Fiscal Note.

Attachments

Link: Fiscal Note
Link: TRANSFER
Link: PARS
Link: Job Descriptions
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	01/08/2010 05:14 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/08/2010 05:25 PM	APRV
3	Budget & Management	Erika Zamora	01/08/2010 05:30 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Damaris San Miguel

Started On: 01/08/2010 04:24 PM

Final Approval Date: 01/08/2010

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 12, 2010

Agenda Item: 19347

Summary of request/proposal: 449th District Court is requesting approval to adjust the salary of two (2) Regular Full Time positions as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1100	Court Coordinator	0003	113	65,625.00	68,000.00	2,375.00
1100	Bailiff/Interpreter	0004	113	46,000.00	48,000.00	2,000.00
	Total:			111,625.00	116,000.00	4,375.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-011-001-0	113	449th DC	PERM F/T EMPLOYEES	4,190.61
0-1100-412-00-011-001-0	211	449th DC	HEALTH INSURANCE	-
0-1100-412-00-011-001-0	212	449th DC	LIFE INSURANCE	-
0-1100-412-00-011-001-0	220	449th DC	FICA	320.58
0-1100-412-00-011-001-0	230	449th DC	RETIREMENT	398.95
0-1100-412-00-011-001-0	250	449th DC	UNEMPLOYMENT COMP	20.95
0-1100-412-00-011-001-0	260	449th DC	WORKER'S COMP	0.00
			2010 Budgetary Impact	4,931.09

2011 Budgetary Impact: $ 5,128.34

Possible Funding Sources: Operating Budget

Budget Office Recommendation:

DATE: January 11, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 449th District Court

ACCOUNT NUMBER: 0-1100-412-00-011-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	PERM F/T EMPLOYEES	4,191.00
890	OTHER	250	UNEMPLOYMENT COMP	21.00
890	OTHER	220	FICA	204.00
664	OTHER MINOR EQUIPMENT	220	FICA	117.00
664	OTHER MINOR EQUIPMENT	230	RETIREMENT	399.00
			TOTAL	4,932.00

REASON:
Intradepartmental Transfer to fund 2010 salary increases for slot no. 0003 & 0004.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449th District Court

DATE: 12-29-09

CURRENT POSITION TITLE: Court Coordinator

CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE:
(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: $ 65,625.00 (Current Budgeted Salary) $ 68,000.00 (Proposed Budgeted Salary) $ 2,375.00 (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 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ 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)

NEW POSITION: Brief job description and attach a copy of the new job description.

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	12·29·09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449th District Court

DATE: 12-29-09

CURRENT POSITION TITLE: BAILIFF / INTERPRETER

CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE:
(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: $ 46,000.00 (Current Budgeted Salary) $ 48,000.00 (Proposed Budgeted Salary) $ 2,000.00 (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 ☒ 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)

NEW POSITION: Brief job description and attach a copy of the new job description.

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	12.29.09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title:	**Court Coordinator**	**FLSA Status:**	**Exempt**
Dept. Code: 001- 009		**Civil Service Status:**	**Exempt**

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondence to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

- May keep the Judge's personal calendar up to date;
- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:
Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 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 encounter 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 office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- 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
DISTRICT COURT

Job Title:	**Bailiff - Interpreter**	**FLSA Status:**	**Exempt**
Dept. Code: 001- 009		**Civil Service Status:**	**Exempt**

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;

- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;
- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is

occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 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 encounter 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 office equipment

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- 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
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-412-00-011-001-0

AI# 19347

449th District Court

Slot	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0.00%	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
2	113	COURT REPORTER	73,500.00	1,500.00	75,000.00	0.00%	0.00	0.00	75,000.00	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00
3	113	COURT COORDINATOR	65,625.00	0.00	0.00	0.00%	0.00	2,375.00	68,000.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00
4	113	BAILIFF/INTERPRETER	46,000.00	0.00	0.00	0.00%	0.00	2,000.00	48,000.00	46,000.00	360.00	6,000.00	0.00	0.00	0.00	52,360.00
5	113	ASSISTANT COURT COORDINATOR	45,000.00	0.00	0.00	0.00%	0.00	0.00	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00
			245,125.00	1,500.00	75,000.00		0.00	4,375.00	251,000.00	239,500.00	360.00	6,000.00	0.00	10,373.00	0.00	256,233.00

Approval to increase salary to slot# 0003 & 0004. Pending Comm. Court approval

AI-19312 **18.C.2.**

Salary Adjustments

CC REGULAR

Date: 01/12/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Court At Law No. 1
Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Approval of budgeted salary increase for the following positions, effective next full pay period (01/18/10):

Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
003	Court Coordinator	$61,795.00	$64,00.00	$2,205.00
004	Bailiff/ Interpreter	$44,100.00	$45,665.00	$1,565.00
005	Court Administrator/ Interpreter	$44,835.00	$46,835.00	$2,000.00
			Total Adjustment	$5,770.00

B. Approval of intradepartmental transfer.
C. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Operating budget, pending CC approval.
$400.00 available in object code 810 as of 01/08/09. rc
$2,000.00 available in object code 831 as of 01/08/09. rc
$4,484.00 available in object code 890 as of 01/08/09. rc

Attachments

Link: duties
Link: revised salary schedule
Link: fiscal note
Link: job descriptions
Link: PAR'S
Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/08/2010 05:32 PM	APRV
2	Budget & Management		01/08/2010 05:42 PM	NEW

Form Started By: Rosie Cantu

Started On: 01/07/2010 03:21 PM

Final Approval Date: 01/08/2010

Memo

To: Raul Silguero
From: Judge Rudy Gonzalez, County Court at Law No. 1
Date: January 5, 2010
Subject: Budget Amendment

We are respectfully requesting our 2010 Salary Schedule be modified as follows:

1. Adjust (increase) the budgeted salary for Court Coordinator, to $64,000.
2. Adjust (increase) the budgeted salary for Court Administrator, to $46,835.
3. Adjust (increase) the budgeted salary for Bailiff, to $45.665.

The total increase for the three positions is $5770.

If you have any questions, please do not hesitate to contact our office.



HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-021-001-0

AI - 19312

CCL #1

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUDGE COURT-AT-LAW	142,915.00	0.00	0.00	0	0.00	0.00	142,915.00	142,915.00	0.00	0.00	0.00	8,000.00	0.00	150,915.00
0002	113	COURT REPORTER	77,000.00	3,000.00	80,000.00	0	0.00	0.00	80,000.00	77,000.00	360.00	0.00	0.00	0.00	0.00	77,360.00
								PROSPOSED ADJUSTMENT $2,205.00	**PROPOSED NEW BUDGETED SALARY $64,000.00**							
0003	**113**	**COURT COORDINATOR**	**61,794.60**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~61,794.60~~**	**61,795.00**	**720.00**	**0.00**	**0.00**	**0.00**	**0.00**	**62,515.00**
								PROSPOSED ADJUSTMENT $1,565.00	**PROPOSED NEW BUDGETED SALARY $45,665.00**							
0004	**113**	**BAILIFF/INTERPRETER**	**44,100.00**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~44,100.00~~**	**44,100.00**	**480.00**	**0.00**	**0.00**	**0.00**	**0.00**	**44,580.00**
								PROSPOSED ADJUSTMENT $2,000.00	**NEW BUDGETED SALARY $ 46,835.00**							
0005	**113**	**COURT ADMINISTRATOR/INTERPRETER**	**44,835.00**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~44,835.00~~**	**44,835.00**	**0.00**	**6,000.00**	**0.00**	**0.00**	**0.00**	**50,835.00**
			370,644.60	3,000.00	80,000.00		0.00	5,770.00	379,414.60	370,645.00	1,560.00	6,000.00	0.00	8,000.00	0.00	386,205.00

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: 19312

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 12, 2010

Summary of request/proposal:
The County Court At Law No. 1 is requesting approval of budgeted salary increases for the following positions as listed below, effective next full pay period (01/18/10).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Court Coordinator	0003	113	61,795.00	64,000.00	2,205.00
1100	Bailiff/ Interpreter	0004	113	44,100.00	45,665.00	1,565.00
1100	Court Admin./ Interp.	0005	113	44,835.00	46,835.00	2,000.00
				150,730.00	156,500.00	5,770.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0- 1100-412-00-021-001-0- 113	CCL#1 -	REG P/T EMPLOYEES	$5,659.46
0- 1100-412-00-021-001-0- 211	CCL#1 -	HEALTH INSURANCE	-
0- 1100-412-00-021-001-0- 212	CCL#1 -	LIFE INSURANCE	-
0- 1100-412-00-021-001-0- 220	CCL#1 -	FICA	$432.95
0- 1100-412-00-021-001-0- 230	CCL#1 -	RETIREMENT	$510.48
0- 1100-412-00-021-001-0- 250	CCL#1 -	UNEMPLOYMENT COMP	$28.30
0- 1100-412-00-021-001-0- 260	CCL#1 -	WORKER'S COMP	-
		2010 Budgetary Impact	$6,631.19

2011 Budgetary Impact: $6,760.71

Possible Funding Sources: FROM WITHIN DEPT/ OPERATING BUDGET

Budget Office Recommendation:

HIDALGO COUNTY
COUNTY COURT

Job Title: Bailiff/Interpreter **FLSA Status:** Non-Exempt

Dept. Code: 021 **Civil Service Status: Exempt**

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;
- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;

- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Bilingual

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 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 encounter 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 office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- 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 departments' safety regulations.

HIDALGO COUNTY
COURT AT LAW

Job Title: Court Coordinator FLSA Status: NON-EXEMPT

Dept. No: 021 Civil Service Status: Exempt

SUMMARY:
Under general direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Ensures effectiveness and efficiency when assisting judge in administering courtroom procedures, providing information upon request on scheduled court proceedings within the courtroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Ensure correct docket entries (from court hearings) are made on court files and computer system as a matter of record;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Notify defendants, attorneys, and bondsmen of all settings;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer a variety of questions from the public, via telephone and/or in person. Assist the public directly when possible and refer them to another office, if appropriate;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule and conduct docket control conferences both telephonic and in person;
- Schedule trial settings as quickly as possible on next available trial week;

- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court (with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Keep an inventory of supplies and equipment for the court;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED;
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties required;
- Must have good computer skills;
- Bilingual.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance Carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees, and the public;
- Must possess an expertise in the field of court administration.

LANGUAGE SKILLS:

- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

HIDALGO COUNTY
COURT AT LAW

Job Title: Court Administrator/Interpreter FLSA Status: NON-EXEMPT

Dept. No: 021 Civil Service Status: Exempt

SUMMARY:
Under general direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Ensures effectiveness and efficiency when assisting judge in administering courtroom procedures, providing information upon request on scheduled court proceedings within the courtroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Ensure correct docket entries (from court hearings) are made on court files and computer system as a matter of record;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Notify defendants, attorneys, and bondsmen of all settings;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer a variety of questions from the public, via telephone and/or in person. Assist the public directly when possible and refer them to another office, if appropriate;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule and conduct docket control conferences both telephonic and in person;
- Schedule trial settings as quickly as possible on next available trial week;

- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court (with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Keep an inventory of supplies and equipment for the court;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Serve as an interpreter for all criminal and civil cases before the court;
- Attend continuing education classes for Licensed Court Interpreters;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED;
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties required;
- Must have good computer skills;
- Bilingual;
- Must be a Licensed Spanish Court Interpreter.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance Carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees, and the public;
- Must possess an expertise in the field of court administration.

LANGUAGE SKILLS:

- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court #1 / 021
DATE: Jan. 8, 2010
CURRENT POSITION TITLE: Bailiff / Interpreter
CURRENT SLOT. #: 0004
REQUESTED POSITION TITLE: (For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 44,100.00 (Current Budgeted Salary) $ 45,665.00 (Proposed Budgeted Salary) $ 1565.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Operating Budget. RC

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	☑ RC	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑ RC
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Please consider the above increase due to addional duties consisting of maintaining status on case dispositions for indigent defense caseload and maintain status with probation department regarding attorney fees & community service hours assigned to defendants.

NEW POSITION: Brief job description and attach a copy of the new job description.

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	1-8-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court #1 / 021
DATE: Jan. 8, 2010
CURRENT POSITION TITLE: Court Coordinator
CURRENT SLOT. #: 0003
REQUESTED POSITION TITLE: (For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 61,794.60 (5.00 Pc) Current Budgeted Salary $ 64,000.— Proposed Budgeted Salary $ 2,205.40 (00 Pc) Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Operating Budget pc

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)

Please consider the above increase due to additional duties consisting of maintaining status on case dispositions for indigent defense caseload and maintain status with probation department regarding attorney fees and community service hours assigned to defendants.

NEW POSITION: Brief job description and attach a copy of the new job description.

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	1/8/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court #1 /021
DATE: Jan. 8, 2010
CURRENT POSITION TITLE: Court Administrator / Interpreter
CURRENT SLOT. #: 0005
REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 44,835.00 (Current Budgeted Salary) $ 46,835.00 (Proposed Budgeted Salary) $ 2,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Operating Budget pa

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)

Please consider the above increase due to additional duties consisting of maintaining status on case dispositions for indigent defense caseload and maintain status with probation department regarding attorney fees + community service hours assigned to defendants.

NEW POSITION: Brief job description and attach a copy of the new job description.

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	1/8/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: January 11, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for COUNTY CoURT AT LAW NO. 1

ACCOUNT NUMBER: 0-1100-412-00-021-001-0-XXX

Contact Person: ROSIE CANTU **Ph#:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	REG F/T EMPLOYEES	4,484.00
831	COURT COST & INVESTIGATION	113	REG F/T EMPLOYEES	1,175.46
831	COURT COST & INVESTIGATION	220	FICA	432.95
831	COURT COST & INVESTIGATION	230	RETIREMENT	391.00
810	DUES & MEMBERSHIPS	230	RETIREMENT	119.48
810	DUES & MEMBERSHIPS	250	UNEMPLOYMENT	28.30
			TOTAL	6,631.19

REASON:
Intradepartmental Transfer to fund salary & related fringes for salary adjustments/ increases for various positions (slots no. 003, 004, 005).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19314 **19.A.4.**

TITLE COMPANY RELATED SERVICES-Contracts

CC REGULAR

Date:	01/12/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Approval of the final negotiated contracts with Edwards Abstract and Title , Ltd. (DBA) Edwards Abstract and Title Co. and Valley Land Title Company., Ltd. (DBA) Valley Land Title Co. (the two (2) firms qualified by CC on 12/08/09) for the providers to render: "Title Company Related Services" on an "as needed basis"-project No. RFP-2009-407-11-18-otm.

BACKGROUND

Hon. Steve Crain approved the form of contract on Jan. 05, 2010.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

Expenditures for these services would need to be identified by user department for the processing of a requisition and purchase order.
Possible object codes to use are 841, 339, 711, 712, 719 & 720, depending on the type of project and services to be rendered.
See attached exp report for funding sources. rc

Attachments

Link: CONTRACT EDWARDS ABSTRACT

Link: CONTRACT VALLEY LAND TITLE

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 12:52 PM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 01:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/08/2010 04:06 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Olga Montero Started On: 01/07/2010 03:27 PM

Final Approval Date: 01/08/2010

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-407-00-00

THIS AGREEMENT is made effective the 28th day of November, 2009, by and between the **County of Hidalgo, Texas** ("County") and **Edwards Abstract and Title, Ltd. (DBA) Edwards Abstract and Title Co.** ("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Policy Related Services** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Companies Services", and

WHEREAS, from which "Title Company provider/firm(s)" has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Companies Services" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company Provider/Firm do mutually agree as follows:

1. **Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department. **The Title Company Provider/Firm will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** Contract will be for one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show

the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company Provider/Firm 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 Title Company Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Company Provider/Firm shall undertake and complete the authorized work. The County or the Title Company Provider/Firm can request conferences to be provided at the Title Company Provider/Firm's office, the office of the County, or at other agreed upon locations.

5. **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 Title Company Provider/Firm, or a subcontractor, the Title Company Provider/Firm 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.

6. **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 Title Company Provider/Firm 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 Title Company Provider/Firm, the County shall require the Title Company Provider/Firm 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 Title Company Provider/Firm, the County will reimburse the Title Company Provider/Firm 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.

7. **Reporting.** The Title Company Provider/Firm 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.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Company Provider/Firm or furnished to the Title Provider/Firm 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 Title Company Provider/Firm may, at its own expense, have copies made

of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Company Provider/Firm 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 Title Company Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm 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. Title Company Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Company Provider/Firm and County agree that 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 Contract with the thirty (30) days prior written notice to the other party.

11. **Insurance.** Title Company Provider/Firm 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.

12. **No Assignment.** Except as otherwise herein provided, Title Company Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

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. **Termination by County.** If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

16. **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.

17. **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 Title Company Provider/Firm, and not otherwise.

18. **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.

19. **Hold Harmless.** In the event Title Company Provider/Firm 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, Title Company Provider/Firm 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 Title Company Provider/Firm'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.

20. **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.

21. **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 Title Company Provider/Firm:

Edwards Abstract and Title, Ltd.
(DBA) Edwards Abstract and Title Co.
Attn: Byron J. Lewis, President
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

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

22. **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 Contract.

23. **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.

24. **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 often as may be appropriate

25. **Authority.** The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

TITLE COMPANY PROVIDER/FIRM:

NAME: Edwards Abstract and Title Co.

By: _____

Printed Name:_____

Title:_____

Approved on Commissioners' Court:_____ 2010.

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain, Attorney

EXHIBIT "A"

Services to be provided by Title Company Provider/Firm

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES"

RFP NO: 2009-407-11-18-otm

Hidalgo County is requesting sealed proposals from qualified and interested **"Title Companies"** in order to award to one or more **"Title Company Services Providers/Firms"** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** for a period of one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 18, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2009-407-11-18-otm

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

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, November 4, 2009 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, November 6, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

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

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

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

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

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

TERM OF CONTRACT:
Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

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

SECTION II RFP REQUIREMENTS

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

PURPOSE:
Hidalgo County is requesting Proposals from interested firms/companies with proper licenses, certifications and experience in providing the requested information in order to award to one or more Title Companies to provide title company related services on an "As Needed/Non-Exclusive/Purchase Order Basis". The title company related services extend on an "As Needed/Non-Exclusive Basis" to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM FIRM QUALIFICATIONS:

(a) The firm must possess a current license from the Texas Board of Insurance
(b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
- Title Examiners
- Closing Officers
- Escrow Agents

(c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:
Each proposal must address, but may not be limited, to the following issues:

(a) Firm Name;
(b) Name, position, phone and fax number of Point of Contact (POC);
(c) Name of Principal/Owner and number of years in business;
(d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
(e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
(f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
- State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm.
- State your firm's/company's agreement to comply or exceed the timeline of seven (7) to ten (10) days to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates".
- State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

(a) Title Reports
(b) Title Searches, i.e., Title Certificates
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

*** In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.**

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion- i.e. in writing or e-mail) to meet or exceed that timeframe.

V. INVOLUNTARY TERMINATION

The qualified vendor(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

TERM:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND AWARD

Hidalgo County Commissioner's Court may score, grade and evaluate the submitted proposals or elect to designate, assign and appoint a committee to do so. Commissioners Court or the Committee will base the grading, scoring and evaluation on the "Criteria" set forth herein. Those firms/vendors/companies scoring a minimum of 80 points will be eligible for Commissioners Court to award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it's best interest to do so.

SECTION IV: EVALUATION (GRADING, SCORING) CRITERIA:

GRADING AND SCORING POINT SYSTEM:

A. **FIRM'S STAFFING AND EXPERIENCE - 20 POINTS**

B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- 45 POINTS**

C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- 15 POINTS**

D. **COST OF SERVICES REQUESTED HEREIN – (10 points)**

E. **COST OF "OTHER SERVICES" PROPOSED – (10 points)**

TOTAL POSSIBLE POINTS = 100

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

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 18, 2009.**

EXHIBIT "B"

Fee Schedule

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To:	Mr. Byron J. Lewis, Pres. Edwards Abstract & Title Company	Via Fax No. Phone	(956) 383-4951 (956) 383-4951
From:	Olga T. Montero, Buyer Hidalgo County Purchasing Department		
Date:	December 29, 2009		
Re:	RFP: 2009-407-11-18--otm "TITLE COMPANY SERVICES – HIDALGO COUNTY"		

Pursuant to action taken by Commissioner's Court on Tuesday, December 08, 2009 on the above referenced Request for Proposals, **"TITLE COMPANY SERVICES"** your company has been selected and approved to proceed with the negotiations process. As part of the negotiations process, we are requesting that you submit your Best and Final Offer (BAFO).

We request that you consider the rates you are proposing and submit your Best and Final Offer (BAFO) via facsimile (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us by no later 10:00 a.m. on Wednesday, December 30, 2009.

Please sign below and return to acknowledge of receipt with commitment to submit by the deadline indicated.

Attached is Edwards Abstract and Title Co.'s Best and Final Offer for the services requested.

Signed: EDWARDS ABSTRACT AND TITLE CO.

Print Name: BYRON JAY LEWIS, President

Thank you in advance for you prompt attention to this matter. Should you have any questions or require any additional information, please call me at (956) 318-2626 extension 4859.

FINAL AND BEST OFFER

The following is Edwards Abstract and Title Co.'s final and best offer to Hidalgo County's Request for Proposals – "Hidalgo County – Title Company Services", RFP: 2009-407-11-18-otm:

1. Charges for Title Reports.
   Edwards Abstract and Title Co. charges the following fees for title reports:
   $350.00 for lot and block
   $450 for acreage

2. Edwards Abstract and Title Co. acknowledges acceptance of the following terms required by Hidalgo County in its request for proposals: In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of Three Hundred Dollars ($300.00) for the services.

3. Attached is copy of Schedule of Texas Title Insurance Premium Rates. These premiums are set by the Texas Department of Insurance and may not be negotiated.

4. Charges for Escrow Agent Services: $300.00 per closing.

5. Other Services.
   Edwards Abstract and Title Co. offers services such as environmental run sheets, nothing further certificates and lien checks.

Description:	***Cost:***
Environmental Run Sheets	$250.00 (subject to change)
Nothing Further Certificates	$200.00
Lien Search	$ 75.00 per name on account

DATE: December 29, 2009

EDWARDS ABSTRACT AND TITLE CO.

BY: _____
BYRON RAY LEWIS, President

TEXAS TITLE PREMIUMS – Effective February 1, 2007

Up to and Including	Basic Premium	Up to and Including	Basic Premium	Up to and Including	Basic Premium	Up to and Including	Basic Premium
10,000	229	32,500	383	55,000	536	77,500	690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811
28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

For Calculations over $100,000 See Reverse Side

Premiums shall be calculated as follows for policies in excess of $100,000:

1. For policies of $100,001 - $1,000,000 Basic Premium

   (1) Subtract $100,000 from policy amount.
   (2) Multiply result in 1.(1) by $.00534 and round to nearest whole dollar.
   (3) Add $843 to result in 1.(2).

2. For policies of $1,000,001 - $5,000,000 Basic Premium

   (1) Subtract $1,000,000 from policy amount.
   (2) Multiply result in 2.(1) by $.00439 and round to nearest whole dollar.
   (3) Add $5,649 to result in 2.(2).

3. For policies of $5,000,001 - $15,000,000 Basic Premium

   (1) Subtract $5,000,000 from policy amount.
   (2) Multiply result in 3.(1) by $.00362 and round to nearest whole dollar.
   (3) Add $23,209 to result in 3.(2).

4. For policies of $15,000,001 - $25,000,000 Basic Premium

   (1) Subtract $15,000,000 from policy amount.
   (2) Multiply result in 4.(1) by $.00257 and round to nearest whole dollar.
   (3) Add $59,409 to result in 4.(2).

5. For policies in excess of $25,000,000 Basic Premium

   (1) Subtract $25,000,000 from policy amount.
   (2) Multiply result in 5.(1) by $.00154 and round to nearest whole dollar.
   (3) Add $85,109 to result in 5.(2).

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2010

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

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 Edwards Abstract and Title, Ltd Partnership
DBA: Edwards Abstract and Title Co.
3111 W Freddy Gonzalez Dr
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark	
INSURER B: National Interstate (Quirk & Co)	
INSURER C: Columbia	
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	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	44CL448860-01	03/20/2009	03/20/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	SCA0003565-02	01/01/2010	01/01/2011	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	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA9026492-10	01/01/2010	01/01/2011	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B		OTHER Automobile Liability Uninsured/ Underinsured Motorist	SCA0003565-02	01/01/2010	01/01/2011	$500,000	

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

Certificate holder is listed as Additional Insured on both the General Liability and Business Auto policies.

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Dept.
2812 S. Highway 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS

B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-407-00-00

THIS AGREEMENT is made effective the 28th day of November, 2009, by and between the **County of Hidalgo, Texas** ("County") and Valley Land Title Co., Ltd. (DBA) Valley Land Title Co. ("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Policy Related Services** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Companies Services", and

WHEREAS, from which "Title Company provider/firm(s)" has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Companies Services" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company Provider/Firm do mutually agree as follows:

1. **Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department. **The Title Company Provider/Firm will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** Contract will be for one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show

the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company Provider/Firm 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 Title Company Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Company Provider/Firm shall undertake and complete the authorized work. The County or the Title Company Provider/Firm can request conferences to be provided at the Title Company Provider/Firm's office, the office of the County, or at other agreed upon locations.

5. **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 Title Company Provider/Firm, or a subcontractor, the Title Company Provider/Firm 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.

6. **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 Title Company Provider/Firm 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 Title Company Provider/Firm, the County shall require the Title Company Provider/Firm 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 Title Company Provider/Firm, the County will reimburse the Title Company Provider/Firm 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.

7. **Reporting.** The Title Company Provider/Firm 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.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Company Provider/Firm or furnished to the Title Provider/Firm 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 Title Company Provider/Firm may, at its own expense, have copies made

of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Company Provider/Firm 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 Title Company Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm 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. Title Company Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Company Provider/Firm and County agree that 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 Contract with the thirty (30) days prior written notice to the other party.

11. **Insurance.** Title Company Provider/Firm 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.

12. **No Assignment.** Except as otherwise herein provided, Title Company Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

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. **Termination by County.** If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

16. **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.

17. **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 Title Company Provider/Firm, and not otherwise.

18. **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.

19. **Hold Harmless.** In the event Title Company Provider/Firm 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, Title Company Provider/Firm 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 Title Company Provider/Firm'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.

20. **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.

21. **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 Title Company Provider/Firm:

Valley Land Title Co., Ltd.
(DBA) Valley Land Title Co.
Attn: Paul Rodriguez, Chief Exec. Officer
612 Nolana, Ste. 570
McAllen, Texas 78504

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 Unites States mail.

22. **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 Contract.

23. **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.

24. **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 often as may be appropriate

25. **Authority.** The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

TITLE COMPANY PROVIDER/FIRM:

NAME: Valley Land Title Company

By: _____

Printed Name:_____

Title:_____

Approved on Commissioners' Court:_____ 2010.

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain, Attorney

EXHIBIT "A"

Services to be provided by Title Company Provider/Firm

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES"

RFP NO: 2009-407-11-18-otm

Hidalgo County is requesting sealed proposals from qualified and interested **"Title Companies"** in order to award to one or more **"Title Company Services Providers/Firms"** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** for a period of one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 18, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2009-407-11-18-otm

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

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, November 4, 2009 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, November 6, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

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

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

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

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

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

TERM OF CONTRACT:
Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

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

SECTION II RFP REQUIREMENTS

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

PURPOSE:
Hidalgo County is requesting Proposals from interested firms/companies with proper licenses, certifications and experience in providing the requested information in order to award to one or more Title Companies to provide title company related services on an "As Needed/Non-Exclusive/Purchase Order Basis". The title company related services extend on an "As Needed/Non-Exclusive Basis" to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM FIRM QUALIFICATIONS:

(a) The firm must possess a current license from the Texas Board of Insurance
(b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
- Title Examiners
- Closing Officers
- Escrow Agents

(c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:
Each proposal must address, but may not be limited, to the following issues:

(a) Firm Name;
(b) Name, position, phone and fax number of Point of Contact (POC);
(c) Name of Principal/Owner and number of years in business;
(d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
(e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
(f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
- State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm.
- State your firm's/company's agreement to comply or exceed the timeline of seven (7) to ten (10) days to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates".
- State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

(a) Title Reports
(b) Title Searches, i.e., Title Certificates
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

*** In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.**

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion- i.e. in writing or e-mail) to meet or exceed that timeframe.

V. INVOLUNTARY TERMINATION

The qualified vendor(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

TERM:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND AWARD

Hidalgo County Commissioner's Court may score, grade and evaluate the submitted proposals or elect to designate, assign and appoint a committee to do so. Commissioners Court or the Committee will base the grading, scoring and evaluation on the "Criteria" set forth herein. Those firms/vendors/companies scoring a minimum of 80 points will be eligible for Commissioners Court to award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it's best interest to do so.

SECTION IV: EVALUATION (GRADING, SCORING) CRITERIA:

GRADING AND SCORING POINT SYSTEM:

A. **FIRM'S STAFFING AND EXPERIENCE - 20 POINTS**

B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- 45 POINTS**

C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- 15 POINTS**

D. **COST OF SERVICES REQUESTED HEREIN – (10 points)**

E. **COST OF "OTHER SERVICES" PROPOSED – (10 points)**

TOTAL POSSIBLE POINTS = 100

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

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 18, 2009.**

EXHIBIT "B"

Fee Schedule

Olga Montero

From: Paul Rodriguez [rodriguezp@valleylandtitleco.com]
Sent: Friday, January 08, 2010 9:03 AM
To: Olga Montero
Subject: RE: RFP NO. 2009-407-11-18-OTM----------TITLE COMPANY SERVICES

Ms. Montero,

Per your phone request of January 6, 2010, the following is our best and final offer for the cost of our services:

Title Commitment/ Title Report - $300 per parcel if a title policy is not requested.

Title Policy – The charge for issuing a title insurance policy is regulated by the Texas Department of Insurance. I will e-mail you a matrix outlining the applicable cost.

Escrow Service - $250 for the buyer and $250 for the seller per closing.

Recording Fee: $16 – 1st page / $4 each additional page per document.

Courier Fee: $11-$17 per package.

Texas Policy Guarantee Fee: $5 per policy (Required by TDI).

Tax Service - $52.00

Federal Tax Lien Search - $125.00 per name.

Nothing Further Certificate: $200.

I trust this is responsive to your request. Please e-mail me a confirmation that you received this information. Thank you for your assistance.

Paul R. Rodriguez
CEO
Valley Land Title Co.
612 Nolana, Suite 570
McAllen, TX 78504
(956) 383-2708
(956) 217-3190 fax
rodriguezp@valleylandtitleco.com







TEXAS
SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE
Effective February 1, 2007

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
$10,000	$229	$32,500	$383	$55,000	$536	$77,500	$690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811
28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

Premiums shall be calculated as follows for policies in excess of $100,000

1. **For policies of $100,001 - $1,000,000**
   Basic Premium
   (1) Subtract $100,000 from policy amount
   (2) Multiply result in 1, (1) by **0.00534**
   and round to nearest whole dollar
   (3) Add **$843** to result in 1, (2).

2. **For policies of $1,000,001-$5,000,000**
   Basic Premium
   (1) Subtract $1,000,000 from policy amount
   (2) Multiply result in 2, (1) by **0.00439**
   and round to nearest whole dollar
   (3) Add **$5,649** to result in 2,(2).

3. **For policies of $5,000,001 - $15,000,000**
   Basic Premium
   (1) Subtract $5,000,000 from policy amount
   (2) Multiply result in 3,(1) by **0.00362**
   and round to nearest whole dollar
   (3) Add **$23,209** to result in 3,(2).

4. **For policies of $15,000,001 - $25,000,000**
   Basic Premium
   (1) Subtract $15,000,000 from policy amount
   (2) Multiply result in 4,(1) by **0.00257**
   and round to nearest whole dollar
   (3) Add **$59,409** to result in 4,(2).

5. **For policies in excess of $25,000,000**
   Basic Premium
   (1) Subtract $25,000,000 from policy amount
   (2) Multiply result in 5,(1) by **0.00154**
   and round to nearest whole dollar
   (3) Add **$85,109** to result in 5,(2).

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JP
VALL-03

DATE (MM/DD/YYYY)
09/16/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, suite 570
McAllen TX 78504

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	The Travelers Ins. Co.	40282
INSURER B:	Texas Mutual Insurance Co.	22945
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: X POLICY PRO-JECT LOC	PACP8237B467TLC	01/16/09	01/16/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A A A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Un/Underinsured	BA7570H368 $1,000,000	01/16/09	01/16/10	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 5000	ISFCUP2868Y190	01/16/09	01/16/09	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001165219	01/16/09	01/16/10	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ $
C		OTHER Real Estate Prof.	EKS3000416	01/16/09	01/16/10	Limit retention	1,000,000 25,000

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

CERTIFICATE HOLDER

HIDCOED

County of Hidalgo
2812 So. Bus Hwy 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

SHEPARD WALTON KING INS. GROUP

© ACORD CORPORATION 1988

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-090-001-0-339	DIST CLERK-OTHER PROF SRV	3,000.00	.00	.00	.00	3,000.00	.00
0-1100-413-30-115-017-0-339	CO COMM-OTHER PROF SRV	3,100.00	.00	.00	.00	3,100.00	.00
0-1100-414-00-130-001-0-339	ELECTIONS DEPT-OTHER PROF SRV	1,500.00	.00	.00	.00	1,500.00	.00
0-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROF SRV	68,500.00	.00	.00	.00	68,500.00	.00
0-1100-415-15-140-001-0-339	TAX OFF-OTHER PROF SRV	100.00	.00	.00	.00	100.00	.00
0-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00
0-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROF SRV	323,236.53	.00	.00	.00	323,236.53	.00
0-1100-415-40-180-001-0-339	CO CLERK-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
0-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRV	77,996.00	.00	.00	.00	77,996.00	.00
0-1100-419-40-220-001-0-339	FACILITIES MGMT-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00
0-1100-419-50-115-059-0-339	DBM-SAFETY DIV-OTHER PROF SRV	81,500.00	65,000.00	.00	.00	16,500.00	79.75
0-1100-421-00-280-001-0-339	SHERIFF-OTHER PROF SRV	142,850.00	10,000.00	.00	.00	132,850.00	7.00
0-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	50,000.00	.00	.00	.00	50,000.00	.00
0-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GOVT AGENCY	96,000.00	.00	.00	.00	96,000.00	.00
0-1100-422-20-300-003-0-841	EMERG SRVS-ALTON FD-AID TO GOVT AGENCY	150,000.00	.00	.00	.00	150,000.00	.00
0-1100-422-20-300-004-0-841	EMERG SRVS-DONNA FD-AID TO GOVT AGENCY	72,000.00	.00	.00	.00	72,000.00	.00
0-1100-422-20-300-005-0-841	EMERG SRVS-EDCOUCH FD-AID TO GOVT AGENCY	26,880.00	.00	.00	.00	26,880.00	.00
0-1100-422-20-300-006-0-841	EMERG SRVS-EDINBURG FD-AID TO GOVT AGNCY	180,000.00	.00	.00	.00	180,000.00	.00
0-1100-422-20-300-007-0-841	EMERG SRVS-ELSA FD-AID TO GOVT AGENCY	88,000.00	.00	.00	.00	88,000.00	.00
0-1100-422-20-300-008-0-841	EMERG SRVS-HIDALGO FD-AID TO GOVT AGENCY	4,320.00	.00	.00	.00	4,320.00	.00
0-1100-422-20-300-009-0-841	EMERG SRVS-LA JOYA FD-AID TO GOVT AGENCY	60,000.00	.00	.00	.00	60,000.00	.00
0-1100-422-20-300-010-0-841	EMERG SRVS-LA VILLA FD-AID TO GOVT AGNCY	30,000.00	.00	.00	.00	30,000.00	.00
0-1100-422-20-300-011-0-841	EMERG SRVS-LINN-SAN MANUEL FD-AID TO GOV	71,500.00	.00	.00	.00	71,500.00	.00
0-1100-422-20-300-012-0-841	EMERG SRVS-MCALLEN FD-AID TO GOVT AGENCY	18,000.00	.00	.00	.00	18,000.00	.00
0-1100-422-20-300-013-0-841	EMERG SRVS-MERCEDES FD-AID TO GOVT AGNCY	60,000.00	.00	.00	.00	60,000.00	.00
0-1100-422-20-300-014-0-841	EMERG SRVS-MISSION FD-AID TO GOVT AGENCY	77,000.00	.00	.00	.00	77,000.00	.00
0-1100-422-20-300-015-0-841	EMERG SRVS-MONTE ALTO FD-AID TO GOVT AGN	66,000.00	.00	.00	.00	66,000.00	.00
0-1100-422-20-300-016-0-841	EMERG SRVS-PALMVIEW FD-AID TO GOVT AGNCY	126,500.00	.00	.00	.00	126,500.00	.00
0-1100-422-20-300-017-0-841	EMERG SRVS-PHARR FD-AID TO GOVT AGENCY	11,000.00	.00	.00	.00	11,000.00	.00
0-1100-422-20-300-018-0-841	EMERG SRVS-SAN JUAN FD-AID TO GOVT AGNCY	22,000.00	.00	.00	.00	22,000.00	.00
0-1100-422-20-300-019-0-841	EMERG SRVS-WESLACO FD-AID TO GOVT AGENCY	104,500.00	.00	.00	.00	104,500.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-422-20-300-026-0-841	EMERG SRVS-SULLIVAN FD-AID TO GOVT AGENC	10,000.00	.00	.00	.00	10,000.00	.00
0-1100-423-21-280-002-0-339	JAIL-OTHER PROF SRV	100,000.00	.00	.00	.00	100,000.00	.00
0-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROF SRV	35,000.00	.00	.00	.00	35,000.00	.00
0-1100-423-60-330-002-0-339	JUV PROB-OTHER PROF SRV	45,000.00	.00	.00	.00	45,000.00	.00
0-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
0-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	9,000.00	8,000.00	.00	.00	1,000.00	88.89
0-1100-444-00-115-031-0-841	TROPICAL TX CENTER MHMR-AID TO GOVT AGEN	702,338.00	.00	.00	.00	702,338.00	.00
0-1100-455-00-115-035-0-841	COUNTY LIBRARY SYS-AID TO GOVT AGENCY	235,000.00	.00	.00	.00	235,000.00	.00
0-1200-431-00-260-001-0-339	R-O-W DEPT-OTHER PROF SRV	7,000.00	.00	.00	.00	7,000.00	.00
0-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	20,000.00	.00	.00	.00	20,000.00	.00
0-1202-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	22,550.00	.00	.00	.00	22,550.00	.00
0-1202-431-00-122-006-0-711	PCT2 P/U RD-ROW	110,000.00	.00	.00	.00	110,000.00	.00
0-1202-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	50,000.00	.00	.00	.00	50,000.00	.00
0-1202-431-00-122-026-0-711	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROW	10,000.00	.00	.00	.00	10,000.00	.00
0-1202-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	25,200.00	.00	.00	.00	25,200.00	.00
0-1203-431-00-123-005-0-339	PCT3 P/U RD-OTHER PROF SRV	7,000.00	.00	.00	.00	7,000.00	.00
0-1203-431-00-123-005-0-711	PCT3 P/U RD-ROW	40,000.00	.00	.00	.00	40,000.00	.00
0-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00
0-1212-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1212-452-00-122-008-0-711	PCT2 PARKS-ROW	1,000.00	.00	.00	.00	1,000.00	.00
0-1212-452-00-122-008-0-719	PCT2 PARKS-LAND	12,500.00	.00	.00	.00	12,500.00	.00
0-1212-452-00-122-008-0-720	PCT2 PARKS-BUILDINGS	50.00	.00	.00	.00	50.00	.00
0-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROF SRV	165,000.00	.00	.00	.00	165,000.00	.00
0-1247-412-50-100-001-0-720	LAW LIBRARY-BUILDINGS	1,500.00	.00	.00	.00	1,500.00	.00
0-1295-423-00-330-028-0-339	WESL B/C-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
0-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	106,000.00	.00	.00	.00	106,000.00	.00
0-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	85,000.00	.00	.00	.00	85,000.00	.00

AI-19288 **19.B.1.**

Requesting approval to execute contract with Raba-Kistner consultants for Pct 2

CC REGULAR

Date:	01/12/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Approval of a Construction Material Testing Services contract with Raba-Kistner Consultants, Inc. for Precinct No. 2 (on an as needed basis) Projects as approved by CC for negotiations on CC 11/17/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1202-431-00-122-006-0-339

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

BUDGETARY IMPACT:

available balance as of 01/08/10.

Attachments

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 11:22 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 11:42 AM	APRV
3	Roland Garcia	Rolando Garcia	01/08/2010 02:40 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/06/2010 04:49 PM

Final Approval Date: 01/08/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-486-00-00

THIS AGREEMENT is made effective the 12 day of January, 2010 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **RABA-KISTNER CONSULTANTS, INC.**, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON A AS NEED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

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3. **Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

6. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

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Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. 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.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

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or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

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Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

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18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

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of this Agreement, 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.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a 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 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory:
Raba-Kistner Consultants, Inc.
Attn: Mr. Martin Vila, P.E., F.A.S.C.E., Sr Vice President
800 E Hackberry
McAllen, Texas 78501

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 addresses of, if mailed at such time as it is deposited in the United States mail.

25. Executions 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 Agreement.

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

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EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

LABORATORY:
Raba-Kistner Consultants, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on 01/12/10

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS
(RFQ) CHECKLIST

HIDALGO COUNTY -
ACONSTRUCTION MATERIALS TESTING SERVICES@
RFQ NO: 2009-031-01-14-YSI

1. Request for Qualifications Letter

2. Request for Qualifications Legal Notice, consisting of 9 pages.

3. Requirements (Exhibit A), consisting of 8 pages.

4. Evaluation Criteria (Exhibit B), consisting of 3 pages.

5. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.

6. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.

7. Insurance Requirements (Exhibit C), consisting of 4 pages.

8. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

9. Attachment "B", Professional Engineering Services Procurement Form consisting of 1 page.

10. Conflict of Interest Questionnaire, consisting of 1 page.

11. Proposer's Affidavit (Exhibit E), consisting of 1 page.

12. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

December 29, 2009
Date

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications (RFQ)-**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2009-031-01-14-YSI**

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

RFQ NO: 2009-031-01-14-YSI	BUYER: YVETTE S. ISLAS	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING SERVICES

Acceptance Due Date: January 14, 2009

Contact Person:

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

(956) 318-2626

LEGAL NOTICE **RFQ No: 2009-031-01-14-YSI**

1. Sealed qualifications will be received for **HIDALGO COUNTY -"CONSTRUCTION MATERIALS TESTING SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2009-031-01-14-YSI - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES"** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 14, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

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 qualification 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	**JANUARY 14, 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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if~~

~~applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

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

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

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 qualification therefor pending before any department or agency of the County.

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

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

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 proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit 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 PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by

County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non conforming.

Qualification
for
HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING SERVICES
RFQ NO: 2009-031-01-14-YSI

JANUARY 14, 2009

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

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

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Hidalgo County-Construction Materials Testing Services"** (including all funding sources, Programs, and Entities)-**Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009 ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 09-031-01-14-YSI

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

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

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 07, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all

applicants via facsimile by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE QUALIFIER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

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

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

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

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

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

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in

disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Roadway Material Production and Construction Inspection Testing
Inspection of Hot Mix and Concrete Plants
Drilling and Logging of Soil Borings
Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
Roadway Construction Project located in Hidalgo County
TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) Cds in PDF Format.**

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

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

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

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

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

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) Cds in PDF Format of RFQs should be submitted to:

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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

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

1. STAFFING OF PROJECT TEAM (25)

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

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (25)

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

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

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

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

HIDALGO COUNTY
"CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ No. 2009-031-01-14-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Staffing of Project Team	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
2. Experience of Project Team/Ability to Commit Resources	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
3. Methodology	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
4. Understanding of Project/Similar Projects	25	_____
Comments/Rationale For Points: _____		
_____		
_____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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 ❒ Less than 250,000 annual gross receipt ❒ Less than 499,000 annual gross receipt ❒ More than 500,000 annual gross receipt ❒ Black American ❒ Hispanic American ❒ Asian Pacific American ❒ Native American ❒ Women ❒ Other **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. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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.

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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 naming County as an additional insured shall 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.

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 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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Attachment "A"

ENGINEERING LABORATORIES

SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******

refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot

20	Grout/ Bentonite Backfill	$ _____/ Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%
NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%

TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea

Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea

Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Agrregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

Attachment "B"

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM
HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering
	Constructional Material Testing		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MATERIAL TESTING SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 20_____.

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

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-031-01-14-YSI
"CONSTRUCTION MATERIALS TESTING SERVICES"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"CONSTRUCTION MATERIALS TESTING SERVICES".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as 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 yvette.islas@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 RFQ packet for **"CONSTRUCTION MATERIALS TESTING SERVICES"-HIDALGO COUNTY.**

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/ysi
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

JANUARY 07, 2009
HIDALGO COUNTY
"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO. 2009-031-01-14-YSI

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-031-01-14-YSI

1. Statement of Qualifications Opening date has been extended to new date of Wednesday, January 28, 2009, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by email at: yvette.islas@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-031-01-14-YSI- Hidalgo County "Construction Materials Testing Services."

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALICIATION.**

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

DRAFT

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

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EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

DRAFT

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

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construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

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EXHIBIT "C"

LABORATORY'S RATES

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EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASPHALTIC CONCRETE

REFERENCE	FIELD SERVICES			
ASTM D 75	Sampling Raw Materials of Composite Mix			
	Technician Time	QT00	$	45.00/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature			
	Technician Time	Q401	$	53.50/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination			
	Technician Time	Q401	$	53.50/hr
ASTM D 2950	Nuclear Density Test with Inspection	QOR5	$	15.00/ea.
	Nuclear Density Test	Q0M0	$	19.25/ea
	Coring (See Coring Fee Schedule)			

REFERENCE	LABORATORY SERVICES			
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	$	258.50/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	$	132.75/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens			
	Hveem or Marshall	UBW3	$	58.25/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	UBJ0	$	58.25/set
	a) Molded Specimen	UBW3	$	58.25/set
	b) Asphalt Core (Technician Time)	Q411	$	45.00/hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test			
	Hveem or Marshall (Hand Compactor)	UB6L	$	60.75/set
	Hveem (Gyro Compactor)	UB6Q	$	78.00/set
Asphalt Institute Manual and TxDOT; Mix Designs	Corp of Engineers or FAA	QWZW	$	1,993.75/ea
	TxDOT Quality Control/Qualiy Assurance	QWZX	$	1,993.75/ea
	TxDOT CMHB	UKV0	$	2,833.00/ea
	TxDOT Calibration Mix and pans	WC1N	$	332.75/ea
	TxDOT Black Base Design, Item 345	WC1P	$	1,492.50/ea
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	$	53.00/ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	UPL0	$	82.25/ea
AASHTO TP 33	Fine Aggregate Angularity	WCNC	$	51.50/ea
ASTM D 4791-95	Flat and Elongate Particle	UB6B	$	51.50/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

TxDOT, TEX-201-F; 7ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	$	43.75/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	$	63.50/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	U002	$	50.00/hr
	a) Magnesium - 5 Cycle	UB3S	$	504.50/ea
	b) Sodium - 5 Cycle	UB3T	$	449.25/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	UQR0	$	194.50/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity And Sieve Analysis) (Does Not Include TSR)	VREA	$	6,159.00/ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBSO	$	92.50/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	VRE0	$	534.50/ea
	without Freeze/Thaw	VRD0	$	417.00/ea
TxDOT, TEX-208-F	Molding and Hveem	UB62	$	145.00/set
ASTM D 1559	Molding and Marshall	UB63	$	136.25/set

CEMENT TREATED BASE

REFERENCE	FIELD SERVICES			
PCA	Sampling Raw Materials for Mix Verification			
	Technician Time	QT00	$	45.00/hr
	Sampling Contractor Processed Material			
	Technician Time	QT00	$	45.00/hr

REFERENCE	LABORATORY SERVICES			
PCA	Molding Controlled Processed Material	VST5	$	71.75/ea
	Unconfined Compressive Strength Testing	VSGR	$	33.00/ea
	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)	VS90	$	613.50/set
	Mix Design			
PCA TxDOT, TEX-120-E	Mix Design – Cement Treated Base	VSRR	$	1,219.00/ea.

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CHEMICAL ADMIXTURE

REFERENCE	LABORATORY SERVICES			
ASTM C 494	Residue on Oven Drying	UK1V	$	36.50/ea
ASTM C 494	pH	UK0W	$	16.75/ea
ASTM C 494	Specific Gravity by Hydrometer	UK58	$	19.75/ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	UKNY	$	120.75/ea
ASTM C 494	Admixture Certification Program	UKFE	Upon Request	
ASTM C 260	Admixture Certification Program	UKFE	Upon Request	

CONCRETE

REFERENCE	FIELD SERVICES			
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day			
	Technician Time	QT00	$	45.00/hr
	Pick-Up of Test Specimens	Q055	$	45.00/hr
	Standby Time	Q600	$	45.00/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	QFXE	$	14.00/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	$	25.75/ea
	c) "Hold " Cylinder (Additional Charge)	QGP0	$	9.50/ea
	d) "Strip" Cylinder (Additional Charge)	QGY0	$	12.25/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	$	16.75/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	$	16.75/ea
	g) Dry Density - Concrete Cylinder	QGMH	$	46.75/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	$	40.75/ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	QBT0	$	26.25/ea
ASTM C 173	b) Volumetric	QB40	$	34.50/ea
AASHTO T 199	c) Chase	QBE0	$	16.50/ea
ASTM C 138	Unit Weight	QX00	$	29.75/ea
ASTM C 143	Additional Slump Test	QGWA	$	20.75/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time			
	Technician Time	Q422	$	53.50/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens - Technician Time	Q422	$	53.50/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

REFERENCE	LABORATORY SERVICES			
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confimatory Cylinders (Physical Properties Not Included)	VUR0	$	313.50/ea
ACI 211.1 (303.R)	Architectural Mix Design	VAR0	$	486.75/ea
ACI 211.2	Lightweight Structural Mix Design	VLR0	$	459.75/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	$	486.75/ea
ASTM C 1202	Chloride Ion Permeability	QAOA	$	273.50/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	$	28.00/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	$	47.75/ea
ASTM C 666	Freeze-Thaw Test	VGLV	$	378.50/test
ASTM C 469	Determination of Young's Modulus of Elasticity	VGJB	$	86.25/ea
ASTM C 803	Windsor Probe (Includes Surface Preparation)	VGLW	$	88.50/hr
ASTM C 805	Schmidt Rebound Number	VGLX	$	89.00/hr

CONCRETE AGGREGATES

REFERENCE	FIELD SERVICES			
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	$	45.00/hr

REFERENCE	LABORATORY SERVICES			
ASTM C 566	Moisture Content	UQV0	$	9.50/ea
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine)			
	a) Loose	UH9N	$	37.75/ea
	b) Rodded	UH9N	$	37.75/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	$	44.00/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	$	60.75/test
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	$	26.25/ea
	b) Lightweight Aggregate (Coarse)	UHAP	$	26.25/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	UH4J	$	46.75/ea
	b) Fine, Per Sample	UH4K	$	53.00/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UHI7	$	51.75/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONCRETE AGGREGATES (Continued)

ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	$	194.50/ea
ASTM C88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time	U002	$	50.00/hr
	a) Magnesium – 5 Cycle	UB3S	$	504.50/ea
	b) Sodium – 5 Cycle	UB3T	$	449.25/ea
ASTM C 117; ASTM C 29; ASTM C 127 ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A;	Physical Properties of Aggregates – Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Seive Analysis and Moisture Content (per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design	VGR3	$	149.50/ea
	Conducted Separate from Concrete Mix Design	VG03	$	194.75/ea
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	$	39.75/ea

REFERENCE	LABORATORY SERVICES			
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	$	82.25/ea
ASTM C 142	Clay Lumps and Friable Particles	UHG0	$	58.50/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	$	58.50/ea
TxDOT, TEX 612-J	Acid Insoluble Residue	UHB0	$	177.75/ea

CORING

REFERENCE	FIELD SERVICES			
ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	Q412	$	53.50/hr
	b) Two Men	Q413	$	92.50/hr
	c) Reinforcing Steel Detector	QK0N	$	34.00/day
	d) Coring Rig	QKJY	$	103.50/day
	e) Generator	QK0Z	$	87.50/day
	Bit Wear			
	a) Limestone Aggregate	QD0L	$	4.25/in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	$	7.75/in.-in.

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CORING (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM C 42	Sawed Ends for Compressive Strength Tests a) Limestone Aggregate	UL20	$	1.25/sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	$	21.75/ea
	Report Photographs			Cost +15%
	Laboratory Air-Dried Unit Weight	QXAF	$	15.50/ea

PRECAST CONCRETE PLANT OBSERVATION

REFERENCE	FIELD SERVICES			
PCI MNL-117	Plant Observation – To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer		$	145.50/hr
	Technician Time	Q423	$	57.25/hr
	Cylinders	QFXE	$	14.00/ea
	Job-Site Erection Observation – Technician Time	Q423	$	57.25/ea

SOILS

REFERENCE	FIELD SERVICES			
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	QT00	$	45.00/hr
	In-Place Moisture-Density Tests Technician Time	QT00	$	45.00/hr
ASTM D 2922	Nuclear Density	Q0M0	$	19.25/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	$	73.00/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	QT00	$	45.00/hr
	Proof Rolling Observation	QT04	$	45.00/hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	$	15.00/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

SOILS (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	$	9.50/ea
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	$	76.50/ea
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	WK2T	$	106.00/ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	$	106.00/ea
ASTM D 422;	Sieve Analysis			
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	$	51.75/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	$	86.25/ea
	c) Additional Sieves	WKRB	$	12.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	$	51.75/ea
	Moisture-Density Relationship			
	Preparation Time	U001	$	48.00/hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	$	210.50/ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	$	210.50/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	$	249.25/ea
MIL STD CE 55A	Corps of Engineers	VRSQ	$	249.25/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	$	194.50/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes			
	Moisture-Density Relationship and Three Test Specimens	VRF1	$	823.75/set
	Each Additional Specimen	VRFD	$	189.75/ea
TxDOT, TEX-117-E	TxDOT Triaxial - Short Method; Includes Moisture-Density			
	Relationship and Up to Six Test Specimens Part 1	VR62	$	1,369.75/set
	Relationship and Up to Six Test Specimens Part 2	VR63	$	1,256.25/set
	Each Additional Specimen	VR6D	$	154.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	$	86.25/ea
ASTM D 422;	Hydrometer Analysis (Includes Sample Preparation and			
TxDOT, TEX-110-E	Grain Size Curve)	WKRQ	$	284.50/ea
ASTM D 2166	Unit Weight	QX00	$	30.00/ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	$	215.50/ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	$	106.00/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

SOILS (Continued)

Water Content and Visual Classification	W050	$	13.50/ea
Unconfined Compression (includes unit dry weight)			
a) Soil Shelby Tube Specimens	VP7L	$	45.00/ea
b) Rock Core Specimens	VN7L	$	48.50/ea
(1) Sawed Specimen Ends	UL21	$	11.25/ea
Triaxial Compression			
a) Unconsolidated-Undrained	WK16	$	82.25/ea
b) Unconsolidated-Undrained, Multistage	WF46	$	285.00/ea
Direct Shear			
a) Unconsolidated-Undrained	WK16	$	225.75/ea
b) Consolidated-Drained (Sand)	WIIE	$	478.50/ea
Consolidated (Not Including Specific Gravity)	WKH0	$	588.75/ea
Swell Test			
a) Pressure Method	WL0Y	$	307.75/ea
b) Free Swell	WL0M	$	162.25/ea

CONSULTANTS AND COORDINATION

Principal Engineer	$180.00 to 300.00/hr.
Managing Engineer	$115.00 to 200.00/hr.
Laboratory Manager	$ 75.00 to 140.00/hr.
Staff Engineer (E.I.T.)	$90.00/hr to 160.00/hr.
Construction Services Manager	$75.00 to 140.00/hr.
Project Management/Coordination Time	$ 45.00 to 105.00/hr.
Outside Professional Services	Cost +15%
Additional Insured	$210.00/ea
Secretarial	$ 45.00 to 80.00/hr.
Word Processing	$ 45.00/hr.
Report Preparation and Administration	$ 45.00 to 80.00/hr.

ZONE CHART

Zone 0	$6.75/trip
Zone 1	$12.50/trip
Zone 2	$22.25/trip
Zone 3	$31.00/trip
Zone 4	$43.25/trip
Zone 5	$1.00 per mile

EXHIBIT "D"

WORK AUTHORIZATION FORM

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EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE LABORATORY:
Raba-Kistner Consultants, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

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EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

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EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

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_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

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EXHIBIT "F"

Certificate of Insurance

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EXHIBIT "F"

CERTIFICATES OF INSURANCE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2009

PRODUCER

Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

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

Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liability	
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	X	GENERAL LIABILITY	CPO3994747	10/1/2009	10/1/2010	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A	X	AUTOMOBILE LIABILITY	CPO3994747	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X 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 $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3994748	10/1/2009	10/1/2010	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S. Business Hwy 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



©ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

AI-19291 **19.B.2.**

Requesting Approval to execute contract with Millenium Engineers for Pct 2
CC REGULAR

Date:	01/12/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Approval of a Construction Material Testing Services contract with Millenium Engineer for Precinct No. 2 (on an as needed basis) Projects as approved by CC for negotiations on CC 11/17/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1202-431-00-122-006-0-339

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

BUDGETARY IMPACT:

available balance as of 01/08/10.

Attachments

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 11:23 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 11:43 AM	APRV
3	Roland Garcia	Rolando Garcia	01/08/2010 02:40 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Rocio Villarreal — Started On: 01/06/2010 04:58 PM

Final Approval Date: 01/08/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-485-00-00

THIS AGREEMENT is made effective the 12 day of January, 2010 by and between **HIDALGO COUNTY, TEXAS,** ("County") and Millennium Engineer Group, Inc. a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON A AS NEED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

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3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

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Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. 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.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

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or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

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Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

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18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

20. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

22. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

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of this Agreement, 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.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a 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 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory:
Millennium Engineers Group.
Attn: Mr. Raul Palma, P.E., President
705 Dawson Drive
Edinburg, Texas 78540

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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions 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 Agreement.

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

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

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EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

LABORATORY:
Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on 01/12/10

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS
(RFQ) CHECKLIST

HIDALGO COUNTY -
ACONSTRUCTION MATERIALS TESTING SERVICES@
RFQ NO: 2009-031-01-14-YSI

1. Request for Qualifications Letter

2. Request for Qualifications Legal Notice, consisting of 9 pages.

3. Requirements (Exhibit A), consisting of 8 pages.

4. Evaluation Criteria (Exhibit B), consisting of 3 pages.

5. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.

6. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.

7. Insurance Requirements (Exhibit C), consisting of 4 pages.

8. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

9. Attachment "B", Professional Engineering Services Procurement Form consisting of 1 page.

10. Conflict of Interest Questionnaire, consisting of 1 page.

11. Proposer's Affidavit (Exhibit E), consisting of 1 page.

12. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

December 29, 2009
Date

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications (RFQ)-**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2009-031-01-14-YSI**

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

RFQ NO: 2009-031-01-14-YSI	BUYER: YVETTE S. ISLAS	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING SERVICES

Acceptance Due Date: January 14, 2009

Contact Person:

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

(956) 318-2626

LEGAL NOTICE **RFQ No: 2009-031-01-14-YSI**

1. Sealed qualifications will be received for **HIDALGO COUNTY -"CONSTRUCTION MATERIALS TESTING SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2009-031-01-14-YSI - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES"** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 14, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

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 qualification 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	**JANUARY 14, 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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if~~

~~applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

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

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

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 qualification therefor pending before any department or agency of the County.

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

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

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 proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit 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 PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by

County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non conforming.

Qualification
for
HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING SERVICES
RFQ NO: 2009-031-01-14-YSI

JANUARY 14, 2009

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

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

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Hidalgo County-Construction Materials Testing Services"** (including all funding sources, Programs, and Entities)-**Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009 ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 09-031-01-14-YSI

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

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

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 07, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all

applicants via facsimile by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE QUALIFIER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

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

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

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

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

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

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in

disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Roadway Material Production and Construction Inspection Testing
Inspection of Hot Mix and Concrete Plants
Drilling and Logging of Soil Borings
Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
Roadway Construction Project located in Hidalgo County
TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) Cds in PDF Format**.

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

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

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

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

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

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) Cds in PDF Format of RFQs should be submitted to:

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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

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

1. STAFFING OF PROJECT TEAM (25)

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

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (25)

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

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

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

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

HIDALGO COUNTY
"CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ No. 2009-031-01-14-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Staffing of Project Team	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
2. Experience of Project Team/Ability to Commit Resources	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
3. Methodology	25	_____
Comments/Rationale For Points: _____		
_____		
_____		
4. Understanding of Project/Similar Projects	25	_____
Comments/Rationale For Points: _____		
_____		
_____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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 ❒ Less than 250,000 annual gross receipt ❒ Less than 499,000 annual gross receipt ❒ More than 500,000 annual gross receipt ❒ Black American ❒ Hispanic American ❒ Asian Pacific American ❒ Native American ❒ Women ❒ Other
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. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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.

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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 naming County as an additional insured shall 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.

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 $ AUTO ONLY: 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

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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Attachment "A"

ENGINEERING LABORATORIES

SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******

refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot

20	Grout/ Bentonite Backfill	$ _____/ Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%
NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%

TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea

Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea

Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Agrregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

Attachment "B"

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM
HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering
	Constructional Material Testing		

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MATERIAL TESTING SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 20_____.

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

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-031-01-14-YSI
"CONSTRUCTION MATERIALS TESTING SERVICES"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"CONSTRUCTION MATERIALS TESTING SERVICES".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as 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 yvette.islas@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 RFQ packet for **"CONSTRUCTION MATERIALS TESTING SERVICES"-HIDALGO COUNTY.**

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/ysi
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

JANUARY 07, 2009
HIDALGO COUNTY
"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO. 2009-031-01-14-YSI

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-031-01-14-YSI

1. Statement of Qualifications Opening date has been extended to new date of Wednesday, January 28, 2009, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by email at: yvette.islas@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-031-01-14-YSI- Hidalgo County "Construction Materials Testing Services."

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALICIATION.**

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

DRAFT

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

DRAFT

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

EXHIBIT "C"

LABORATORY'S RATES

DRAFT

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea
Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea)	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density)	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve	42.00

Concrete Section

Material Preparation Time	$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Casting of Concrete Cylinders (In conjunction with Inspection)	10.00/ea
Concrete Cylinder Compressive Strength Test	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup)	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab)	30.00/ea
Strip & Hold Beam (In conjunction with pickup)	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material PreparationTime	$43.00/hr
Grout Prism (Compression)	20.00
Mortar Prism (Compression)	20.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet	$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley)	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew	200.00/hr
Monitor Well Installation	By Quote
Technician To Log Soil Test Boring	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression	40.00/ea
Moisture Content (Small)	8.00/ea
Grout Backfill	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX).....	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office).....	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports.....	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer.....	$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided.....	$65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT "D"

WORK AUTHORIZATION FORM

DRAFT

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Millennium Engineer Group, Inc._, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

DRAFT

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

DRAFT

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

DRAFT

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

DRAFT

EXHIBIT "F"

CERTIFICATES OF INSURANCE

DRAFT

AI-19329 **19.C.1.**

Purchase of Interactive Voice Response System for Elections Department
CC REGULAR

Date:	01/12/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Elections

Information

CAPTION

Action in connection with the sole response received for "RFP No. 2009-459-12-09CGV-Interactive Voice Response System" and authority for Purchasing Department to enter into negotiations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 1283-414-00-130-018-8-743

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

BUDGETARY IMPACT:

Ref: (Transfer) AI-19252 CC 01/12/10

Attachments

Link: Participation-Acceptance Logs

Link: final memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 04:11 PM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 04:42 PM	APRV
3	Roland Garcia	Rolando Garcia	01/08/2010 04:49 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/08/2010 09:48 AM

Final Approval Date: 01/08/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **December 23, 2009** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **"HIDALGO COUNTY ELECTIONS DEPARTMENT-INTERACTIVE VOICE RESPONSE SYSTEM"**
RFP NO: **2009-459-12-23-CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Erik Amelink teleWorks	Email	CGV	12-03-09	1080 South Main St 1 Blacksburg, Va, 124060 540-951-6463
David Potts Symago. L.L.C	Email	CGV	12-03-09	717-642-9812
Cecil Drake Drake Communications	Email	CGV	12-03-09	2435 Square Place Ste 400 Dallas, Tx 75234972-243-2500

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY ELECTIONS DEPARTMENT	
PROPOSAL ACCEPTANCE DATE: DECEMBER 23, 2009	PROPOSAL ACCEPTANCE TIME: 9:30 A.M.
DESCRIPTION OF PROPOSAL : "INTERACTIVE VOICE RESPONSE SYSTEM"	

PROPOSAL NO: 2009-459-12-23-CGV

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#1	DRAKE COMMUNICATIONS	√√√
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

Memorandum

To: Martha L. Salazar
CC: Blanca Gomez
From: Yvonne Ramon
Date: 1/11/2010
Re: Elections Department- IVR Bid

Hidalgo County Elections Department has examined the sole bid provided for the interactive voice response system needed for the department. Drake Communications Inc. meets all the requirements and provided all the needed information requested. I recommend that we purchase the IVR system from Drake Communications Inc. We will be using account number 9-1283-414-00-130-018-8-743 (2008 Chapter 19-Office Furniture and Equip). Thank you for your continued cooperation with this matter. If you have any questions, feel free to contact me at any time (956) 318-2570.

COUNTY ELECTIONS ADMINISTRATOR HIDALGO COUNTY, TEXAS

AI-19281 **19.D.1.**

Automated Tax Collection System for Hidalgo County Tax Office
CC REGULAR

Date:	01/12/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

A. Requesting authority to cease negotiations with ACT for the Tax Office automated tax collection system;

B. Authority to re-advertise Requests for Proposals including approval of procurement packet (i.e. qualifications and/or requirements, services, legal notices, evaluation criteria, forms, etc.) as drafted by the Tax Office for a: Turnkey Automated Tax Collection System for Hidalgo County;

C. Designation of Armando Barrera, Jr. Tax Assessor-Collector and Renan Ramirez from the IT Department as the evaluators/graders of responses received for RFP-Turnkey Automated Tax Collection System for Hidalgo County;

BACKGROUND

RFP No. 2010-037-02-10-otm

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available balance as of 1/8/2010 is $41,000.00. Funding will be determined as contract is completed and executed.

Attachments

Link: Memo from Tax Office

Link: legal notice

Link: REVISED

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 03:17 PM	APRV

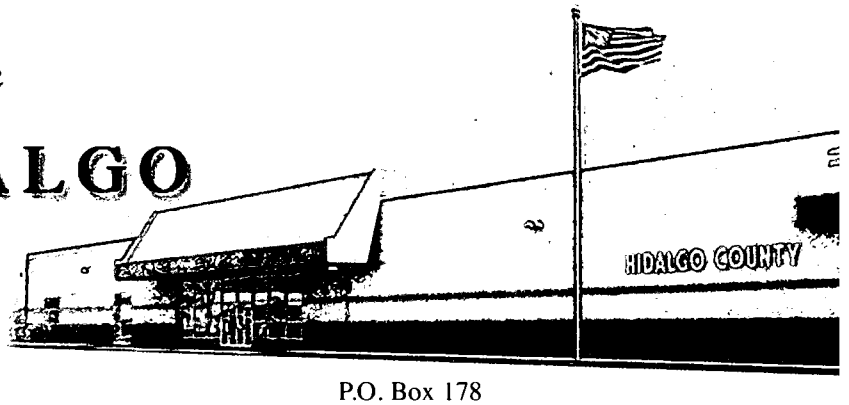
2	Budget & Management	Erika Zamora	01/08/2010 03:19 PM	APRV
3	Perla Lopez	Perla Lopez	01/08/2010 03:41 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Olga Montero Started On: 01/06/2010 04:05 PM

Final Approval Date: 01/08/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

MEMORANDUM

TO: Ms. Marty Salazar,
Purchasing Dept.

CC: Ms. Olga Montero, Buyer II

FROM: Armando Barrera Jr., RTA

DATE: January 6, 2010

SUBJECT: RFP's

Be advised that due to concerns raised by the Honorable Rene Guerra, Hidalgo County District attorney, I wish to cease all negotiations with ACT at this time.

Kindly re-initiate the RFP process as soon as possible as time is of the essence.

Please place the following items on the next possible agenda, for approval by Commissioner's Court:

1.) Request to cease negotiations with ACT for the Tax Office automated collection System.
2.) Approval to Request Proposals for Tax Office automated collections systems.
3.) Designate Armando Barrera Jr, Tax A/C to receive and score all the proposals with the assistance of Renan Ramirez with the IT Department.

Thank you.

THE COUNTY OF HIDALGO TEXAS

RFP NO: 2010-037-02-10-otm	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY TAX OFFICE

"AUTOMATED TAX COLLECTION SYSTEM"

February 10, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2010-037-02-10-otm**

1. Sealed proposals will be received for **Hidalgo County Tax Office – "Automated Tax Collection System"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-037-02-10-otm- Hidalgo County Tax Office – "Automated Tax Collection System"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, February 10, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-037-02-10-otm—HIDALGO COUNTY TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, January 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation – "**Hidalgo County Tax Office– Automated Tax Collection System**"
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**FEBRUARY 10,**	**2010**
Project/Anticipated Award Date:	_____,	**2010**
Commence Work or Deliver Products	_____,	**2010**

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

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

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

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest:

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

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

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY TAX OFFICE–
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-otm

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

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

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

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

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT "A"

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County Tax Office
"AUTOMATED TAX COLLECTION SYSTEM"

RFP NO: 2010-037-02-10-otm

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-otm

Overview:
The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of a **Turn-Key "Automated Tax Collection System"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-037-02-10-otm

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

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

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 27, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit **NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

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

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

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

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

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

DURATION OF CONTRACT: The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2010. If deadline is not met, vendor will be required to pay the cost required by the Tax Office to continue to operate the current system. The contract shall be for the period of five (5) years. Payment for system shall be billed in equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under ***Exhibit "A"*** **SPECIFICATIONS/SCOPE OF SERVICES & REQUIREMENTS.**

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

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

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

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

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

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

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

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

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

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a contract with a qualified vendor capable of providing the Tax Assessor-Collector with "TURN-KEY" Automated Tax Collection System.

1.0 GENERAL

1.1 Hidalgo County Tax Office (hereafter called County) is requesting proposals from qualified providers (hereafter called "vendor") for a Texas-based ad valorem Tax Collection System that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable laws, especially those requirements set forth in the Texas Property Tax Code, to be used in the tax assessing, collecting, and reporting applications. The existing Tax Collection System is currently meeting all requirements of the Hidalgo County Tax Office. County is nearing the end of the contract for that system and desires to insure that the best system available is procured to the benefit of the Tax Office. The scope of this Request for Proposal (RFP) includes the acquisition, delivery, installation, conversion, training, maintenance and support of the new system and services.

1.2 The procured system and services must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and service.

1.3 The objective of this RFP is to obtain proposals that will provide County with application software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.

1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

2.0 PERIOD OF CONTRACT

2.1 The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2010. If deadline is not met, vendor will be required to pay the cost required by the Tax Office to continue to operate the current system. This contract shall be for the period of five (5) years. Payment for system shall be billed in 5 equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty day (120) "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3.0 GOVERNING LAW

3.1 Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements.

3.2 This request for proposal is limited to an "Automated Tax Collection System" only. Any offer or proposal purporting to offer anything other than "Automated Tax Collection System" will not be considered and may, in fact, be grounds for disqualification from consideration or down grading of a proposal.

This request for proposal process is intended to comply with all applicable statutes, attorneys' general opinions and professional ethical considerations.

4.0 SCOPE OF WORK

TAX OFFICE ENVIRONMENT: The County collects for 37 tax jurisdictions for billing, collecting, and distribution of their respective tax revenues. The tax system maintains approximately 335,000 accounts with a twenty (20) year history containing approximately twelve (12) million tax unit records. The current tax system has approximately 70 local in-house users including users at 5 remote substations. Our current system allows remote logins for one bank, eight title companies, and three law firms. An interactive web site is also maintained.

4.1 **TECHNICAL REQUIREMENTS:** The system must be based on current standard technology and the proposed solution must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. The vendor will provide and implement all future upgrades available to any of the vendor's other tax collection clients, that are in Texas, as part of the original purchase. All modifications, additions, or upgrades of the system will require the vendor to transfer all past and current data into the new system without additional cost to County. To this end, the following metrics must be met:

- A detailed and itemized list of all hardware and software being proposed.
- Must be compatible with current PCs, printers, and existing network setup. If not compatible vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must list all environmental requirements needed to house proposed solution's hardware, i.e. power requirements, humidity control, temperature tolerance, battery backup time and power levels, etc.

4.1.1 Performance:

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following metrics must be met:

- Load of new year tax data from appraisal district (2 days)
- Load monthly supplements and name change files from appraisal district (2 days)
- Generation of new year certified tax statements (12 hours)
- Generate end-of-day reporting (1 hour)
- Generate end-of-month reporting (3 hours)
- Fiscal period accounting roll-over (12 hours)
- Take a simple single account payment and print a receipt (8 seconds)
- Post the largest day lockbox (2 hours)
- Post the largest mortgage company payment file (2 hours)

4.1.2 System Security:

The vendor is required to provide both a primary and backup server(redundant system). Servers should work in a manner that if the primary server goes down, the backup server continues to operate the system without interruption of service.

Both primary and backup servers shall be housed and maintained entirely by the vendor. Both servers should be housed in a secure facility that provides for uninterruptible power and equipped with electronic and physical security. Primary server and backup servers shall be housed in a geographic location that is not proned to natural disasters i.e., hurricanes, tidal floods, etc. Backup server shall be located at least 50 miles away from primary server to avoid being affected by local power outages, storms, etc., at the same time. Copies of audits, inspections, and/or certifications for the facilities shall be enclosed in the proposal. An onsite inspection of the facility will be made by the tax office staff prior to acceptance of the proposal.

A plan for safeguard and recovery of data in case of natural or other disaster must be included with the proposal.

4.1.3 User Security:

- Security must be role based and managed by a tax office authorized employee via a standard user interface
- User IDs will inherit authorizations based on their role (or group). Changing authorizations due to change in duties should be a simple matter of reassigning the user id to the new role (or group)
- Password management should follow strict guidelines
- A combination of application and database security may be required to ensure data security
- The proposed system must provide for logging and viewing all data changes within the system
- Must be able to view system and user logs to see the user's history or activities.
- Must be able to customize rolls for each of our user groups.

4.1.3.a Please answer the following questions as thorough as possible for us to be able to evaluate your RFP.

- We have a windows based network with active directory and with established trusts with other county departments' active directories within our network, how would you prevent anyone from within the network that is not authorized to do so from gaining access to the data tables?
- How would you prevent anyone from the outside from compromising the data tables? In this scenario, we have given a title company a vpn portal to log into the system for inquiry purposes. If that login and password gets compromised, how secure is your system to prevent anyone with inquiry only access from making changes to the tables?
- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three unsuccessful tries?

4.1.4 Database:

- Hidalgo County currently operates Oracle and SQL SERVER Database Management System.
- The proposed system must provide for monitoring of database performance
- Public information requests should be handled by providing informative data to the end user that requires minimum operator intervention and that follows safe guidelines when dealing with confidential information.

- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- You must maintain a website for the Hidalgo County Tax Information.
- The information you provide on your website must comply with what we currently provide our tax payers at this time. This includes providing paid history, Levy balances broken down by taxing unit. The ability to perform searches by name, address, account number, or appraisal district number. Tax payers should have the ability to pay their taxes online.

The System must provide a robust ad hoc reporting capability so that the Tax Office, Planning and Resource Management personnel, and County Auditor can create reports from any data in the system without the assistance, or intervention of the Vendor or Information Systems staff.

4.3 **STATEMENT PRINTING:** Each year approximately 335,000 statements and related mailings are produced. Printing is accomplished by generating a print tape and delivery to the current County printing vendor.

4.4 **APPLICATION SOFTWARE:** The County requires a high performance property tax system. The System must support role-based security. The System must be designed so that the end user does not have direct access to the database tables. The System must maintain all proper accounting controls, audit trails, and transaction logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so that the end user can operate the system productively. The System should have extensive search capabilities for timely account access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The messages must be displayed upon user demand and via hover help.

All data entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the Texas State Property Tax Code and all other laws pertaining to property taxation in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for tax assessments, collections, accounting, auditing and disbursement.

4.5 **USER REQUIREMENT CRITERIA:** Requirements include, but are not limited to:

Support consolidated assessment and collection functions for 37 taxing entities on approximately 335,000 current year accounts and total administrative, receivable, and transaction file containing approximately two (2) million records . Each tax account may contain multiple records for as many as the maximum number of units.

Provide real time update and tax collections for credit cards, e-check, and barcode readers. Support a minimum of 70 workstations running Windows XP/Windows 7 and a minimum of 70 printers simultaneously on-line.

4.6 **PRIMARY FUNCTIONS:** The contracted vendor must supply a vendor-hosted tax system that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable state laws, especially those requirements set forth in the Texas Property Tax Code. All processes and forms

produced must also meet the standards established by the state Comptroller's office. Reports must provide sufficient audit controls for all processes and conform to standards established by the Tax Assessor Collector. Rounding in the system must be consistent, limited in scope, and conform to levels established by Hidalgo County Tax Office rules.

There must be sufficient system security to identify the operator and date of every change of any type entered into the system. Every programming or data change entered by vendor's staff must have prior authorization by the Hidalgo County Tax Office management before entry into the production database. There must be an easily accessible log of all changes showing the data before and after the entry. This record must be system generated and unaltered by staff.

There must be controls that restrict operator's updating and cashiering capabilities according to County Tax Office rules.

System must have an area to enter notes or comments at the account level and capability to restrict access to this field. Key processing steps must produce system-generated notes.

There must be search capabilities to locate and retrieve account information by entering known data such as owner, situs location, DBA, tax suit number, partial account number or appraisal district number. Must be able to search payments by date and amount and identify fiduciary information from codes.

User must be able to retrieve data from the system for simple reports on demand.

System must include inquiry access to accounts via the Internet, with the ability to make electronic payment via the Internet with real-time updates of payments.

4.7 **FINANCIAL REPORTING:** The new tax system must provide an accounting package that will allow for modifications for future financial requirements. The accounting system must allow us to download daily tax collections, attorney fees, and miscellaneous fees. It must be able to reconcile payment transactions made by cashiers and tie them to the daily deposit. It must allow for the disbursement of funds daily, weekly, or monthly via wire transfer, check, or ACH to the taxing jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdiction twice a year through remittances and also tie the figures into the monthly tax report.

The system must conduct the following:

- Must be able to upload and download files to Intuit QuickBooks Enterprise.
- Automatically load tax adjustment refunds and overpayment refunds.
- Provide the capability to manually enter tax refunds, special inventory refunds and escrow refunds.
- Be able to automatically print checks from all bank accounts.
- Be able to print a refund register (the picture before the checks are actually printed).
- Print a bank register which includes the check number, payee, payee address, check date, check amount, and type of refund.
- Be able to convert the bank register into an Excel spreadsheet and allow for an export file to be created to be forwarded to the bank for Positive Pay (provide the bank with a file containing the check number, check date, and amount for each of our bank accounts to clear checks as they are cashed).
- Be able to hold, delete, or process check requests (ad valorem, refund, special inventory, and escrow) once the file is loaded into the system for supervisor approval.

- Be able to void/cancel or reprint checks or to reuse check numbers (ad valorem, refund, special inventory, and escrow) once they are printed with supervisor approval.

The system must also produce:

- Detailed daily, weekly, monthly, and yearly reports for tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions.

- Summary reports for daily, weekly, monthly, and yearly tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions. All reports must have adequate cross checks to allow for reconciliation.

4.8 **ASSESSING REQUIREMENTS:** All appraisal district updates must be processed electronically for the current year and five (5) preceding years. Updates will affect various types of taxing units, which will have differing value and exemption data. These updates must adjust the tax receivables appropriately for all taxing units, postpone delinquency dates, and produce tax statement files and/or refund files, without intervention by tax office staff.

System must be able to automatically create, calculate, and print statements for agriculture rollback taxes as per Texas Property Tax Code section 23.55.
Summary reports after each update must show the adjusted year to date totals by taxing unit values, exemptions, and levy. The figures must be balanced to figures provided by each appraisal district to verify successful loading of data. Owner, location, and other administrative data must match the most recent information provided by the appraisal districts. System must allow manual overrides to correct receivables.

Users must be able to do "what if" scenarios, i.e. change value and exemption information in the system to determine the impact of such a change and provide estimated levy differences without actually changing the system amounts.

Every tax account must identify all taxing units levying a tax, the appraised and taxable value of the property within that unit, its exemption reductions, any special valuations, and its current calculated levy amount and beginning levy at the start of the fiscal year. There must also be a display at the account level summarizing data for all units combined.

- System must store previous account number information for research when dealing with account splits, account mergers, ag rollbacks and deleted accounts.
- System must have the capability to produce a tax certificate.
- System must produce an assessing Audit report that can be specific to an operator and date range. (modified receivable report sorted by operator)
- Online system must maintain multiple freeze records starting in various years for different units.
- System must automatically adjust receivables for penalties added per Texas Property Tax Code sections 25.25 and 23.431 and add interest on omitted property per section 26.09.
- The system must track when notices required by section 33.08 of the Texas property Tax Code are produced and adjust attorney collection penalties accordingly.
- System must produce tax statements in the same format for individual accounts upon demand, and files of large batches for mass mailings. The form, which includes graphics and special fonts, will be provided by the tax office. Multiple statements for the same taxpayer should be grouped. Statements mailed to fiduciaries should also be grouped. A record of statements generated should be maintained on each account. Vendor should be prepared to interface with the county's third-party vendor for mass mailings.

- Users must be able to produce single statements as of a prior month or later month on unpaid accounts.
- System must have adequate information to be able to prepare in a timely manner all forms required by contract or state law, such as mobile home tax reports for moving and tax sale bidders statements.
- How long will it take to load the certified data from 37 tax units and balance back to appraisal district?
- How long will it take to generate statements for customers, agents, and mortgage companies for 335,000 parcels?
- Must be able to track assessing modifications by operator.
- Must be able to track assessing modifications by batch.
- Need History and original receipts archived prior to any value changes.
- Must be able to track tax deferral start and end dates.
- Must be able to create a Statement of Location certificate and Tax Sales Certificate.

4.9 **TAX COLLECTION REQUIREMENTS:** All unpaid receivables must be tracked for every taxing unit for an unlimited period of time if under lawsuit, and up to twenty (20) years if not under suit. Paid in full accounts must be maintained on the system for a minimum of six (6) years. Each payment must be tracked with the actual date of posting of funds, effective date, and payer (including address) information. Users must be able to track the allocation of each payment to individual taxing units and to levy, penalty, interest, and collection fees. Delinquent taxes must automatically purge according to section 33.05 of the Texas Property Tax Code at 10/20 years. Purge reports must account for before and after figures by taxing unit to track removal of receivables.

Operators and batch jobs must be able to cashier all types of transactions for all years on the system. These include, but are not limited to, partial payments, escrow, overpayments, adjustments that remove all or a portion of the receivable to uncollectable status, and litigation and bankruptcy payments that may include special interest provisions.

Payments may be a mixture of cash, credit cards, checks, money orders and online credit card payments. Each payment type must be tracked. End of day totals for cashiers should show cumulative totals for each payment type. Reports should be separated by cashier and location.

Individual payments may be made by cash, check, credit card, electronic check, and wire transfer. Payments and levy corrections must be automatically adjusted to tolerance levels set by the Hidalgo County Tax Office, with a sufficient audit trails for all transactions.

Cashiers must be able to process multiple accounts with one check or with multiple checks for one account.

System must permit real-time corrections of cashiering errors by a supervisor, but not allow cashiers to adjust transactions in their deposits or to work in another cashier's deposit. System must have the ability to quickly transfer funds from one account to another, or from one year or one unit to another on the same account.

Effective dates of payment may be different than the actual date of cashiering. Both dates are to be tracked online and in reports.

Electronic check payments, credit card payments made via the telephone or Internet, lockbox payments, and mortgage company payments must be posted without intervention by tax office staff on the same day the file is received or as directed by the tax office. Mortgage company payments are made through an FTP

file accompanied by paper check, or wire transfer of funds.

The lockbox processing solution must integrate check and coupon images directly into the system, which greatly facilitates research of payments for refunds. The lockbox process must support the non-remittance advice component, which allows the bank to deposit funds received without a coupon and forward this to the tax office electronically for processing.

System should support manual coding of quarter payment accounts and disaster accounts. For these accounts, it should extend the delinquency date according to the Texas Property Tax Code.

Penalty and interest should be automatically adjusted when a tax deferral is entered on the account.

Statutory collection fees must be automatically added to receivables at the appropriate time.

Delinquent installment payment agreements should be prepared through the system with a combination of manual data entry and system retrieval of account data.

The system should produce aging and default reports on these agreements and be able to transmit this report information electronically to the delinquent tax attorneys.

Collection of all fees should be tracked in the system.

Users must be able to generate a receipt and a duplicate receipt for every payment, showing the correct payer.

Must be able to process uncollectable accounts due to sheriff's sales or Bankruptcies.

System must be able to automatically generate an overpayment refund application.

Must be able to void one transaction on a multi payment and not void all payments.

4.9.1 **VEHICLE INVENTORY TAX:** System must have a fully operational special inventory tax module that is part of the Tax Collection System and not its own independent database to simplify account research and updating. Funds collected in this module are held in escrow during the current tax year and disbursed at the end of each year. System must automatically calculate all penalties and overages and distribute these correctly according to Texas State Property Tax Code. This distribution must include entities for which the county does not normally collect. Various reports and letters are available.

4.10 **REFUNDS:** Both adjustment and overpayment refunds must be generated automatically by cashiering and update processes and process electronically through ledgers, check writing, and reporting.

The system must maintain a record of all payers tied to payments and tie refunds to payer. Refund request letters should be prepared through batch jobs submitted by type and date range.

5.0 TRAINING: During the conversion and testing phase, the vendor is to provide training of all users of the system at the Hidalgo County Tax Office location. The training should be conducted in modules specific to job functions and permission levels, so that an overview may be provided to basic users and more extensive information provided for advanced users. Users should be trained with a combination of written materials, demonstrations, and hands-on use of the system in a test environment. Parallel testing of specific functions will not begin until training in the function has been completed.

6.0 REPORTS: Vendor must be able to produce the following reports, or equivalent as a minimal standard:

A Late Rendition report that is prorated by entities and shows the split fee that is to be disbursed to the Appraisal District.

A balance reconciliation report for all rollbacks and reversals.

A report that shows, at the account level, the before and after image after updates.
The data items reported are taxing units, values, exemptions, and levy.

A report that shows the differences between our records and the appraisal district's records when an update is processed.

A monthly summary report of supplements and cancellations by roll year and amount.

A monthly report that shows the summary of collections by roll year. It breaks out the amount of taxes due starting October 1 of each roll year, monthly adjustments, adjustments year to date, monthly levy paid, levy paid year to date, levy balance and percentage of collections. This report also has a separate line for the current roll year adjustments, value and levy including the tax rate.

Beginning Tax Roll – This report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report can be produced in both alpha and numeric format. The report provides the total number of accounts, land value, improvement value, total real property, total personal property, total appraised value, less agricultural exclusion, homestead exemption, over 65, cap, disabled, historic, disabled vet, survivor spouse, abatement, prorated, freeport, leased vehicle, total exemption amount, taxable value and actual levy.

The detailed report provides the account number, taxing unit/units, owner name, address, number of acres, type/amount of exemptions, appraised value, legal description, tax levy and roll year.

A report that lists the over 65 freeze and value information needed for the school district's annual reports to the Texas Comptroller's Office.

10/20 Tax Purge – This report lists the taxing unit number, roll year, account number, owner name, levy and amount due. This report generates a summary for each taxing unit in account number sequence how much was purged both real and personal. It also provides the number of accounts being purged.

A daily report that lists the status of all deposits opened for the day, by deposit number, deposit date, receipt date, status of deposit (open or closed), type of deposit, operator name, number of transactions processed, payment type (cash, check, or credit card) and the system date.

A daily report that lists the cashier checkout total summary. This report categorizes each clerk by deposit and location. It lists the operator id code, deposit number and a summary of collections by payment and type (cash, check, or credit card).

A Report that shows the loss to tax deferrals for the school district's annual reports to the Texas Comptroller's Office.

Deposit Detail Report - lists all transactions within a deposit showing amount, payment type and account to

which transaction was posted and taxing units.

Reports that list the deposit distribution (collections, refunds, other fees, transfers and reversals) at the taxing unit level. The user can specify date ranges (daily, monthly, and yearly).

A report that shows a summary of what was processed by deposit number.

A report sorted by taxing unit showing a number of deposits processed.

A summary report that shows by taxing unit how much was collected in real and personal taxes.

A report by taxing unit that breaks-out the collections by roll year and the M&O and I&S rates.

A summary report by taxing unit that shows what monies were collected broken down by M&O and I&S rates.

A report by taxing unit that shows penalty and interest collected by roll year.

A report by taxing unit showing miscellaneous fees collected.

A report showing refunds generated.

A report showing County Education District collections.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows all negative transactions, including reversals and transfers. Grand Totals should be provided.

A report that shows the distribution of maintenance and operations (M&O) funds by their various tax rates.

A report that shows an accumulative total of the two previous reports with grand totals on the last page.

A report that shows the penalty and interest collected for the specified date range.

A report that shows refund pending amounts taken from individual units for the specified date range.

A report that shows attorney fees collected for the specified date range.

A report that lists by tax unit, then by deposit and account number, the rendition penalty details for each account

Daily deposit detail report that lists all transactions by receipt date, or deposit date, and recaps distribution to taxing units.

A Fiduciary listings report that lists fiduciary contact information alphabetically, or in order by code number.

Top 50 Taxpayers Report. This report by jurisdiction lists the top 50 real and personal taxpayer's accounts and their accumulated levy.

Quarter payment coding report shows accounts under the quarter payment plan that are qualifying or not qualifying as of each payment due date.

Summary reports that show, by taxing unit, the year to date totals of values, exemptions, special valuations and levy, and tax rate and exemption amounts for the unit for the year.

Request of a report that can be used to process refunds. It can be run for various types of refunds, such as litigation, adjustment and overpayment. User can specify threshold amounts and date ranges. It shows the amount of refund by taxing unit, the total amount for the account, to whom the refund will be paid, where the funds were originally paid and if there are taxes due that should be collected before the refund is issued.

A daily report at the clerks level that shows refunds less than $5.00 (TOP). It lists the account number, taxing unit number, roll year, receipt number, deposit number, amount of refund, cashier, type and deposit date. This report can be printed using date ranges.

Lockbox reconciliation reports that show all payments posted. Errors and exceptions such as tolerance or overpayments are shown in detail. Totals are given for each category of transaction.

A monthly report by taxing unit that shows taxes available for collections at base, at base plus P&I, and attorney fees at a given point in time.

Delinquent Tax Roll – The detailed report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report provides a list of the account numbers, owner name, address, and number of acres, type/amount of exemption, appraised value, legal description, tax levy and balance by roll year. The report provides a summary page by taxing unit showing the levy amount, levy paid, and levy balance.

A report that tracks tax lawsuit and bankruptcy information added or removed from the system by law firm updates.

Tax Rate Chart must be prepared from data entered from ordinances, or orders submitted by the taxing units each year. It shows the taxing jurisdiction name and code, the total tax rate, all the exemptions allowed by the unit – whether local option or state mandated, and the dollar amount of levy reduction for the maximum exemption. This is verified each year before levy calculations. It must be approved and signed by the Tax Assessor Collector and is distributed to the public.

Tax Roll Statement – The statement lists the current roll year, number of accounts per category, market value per category, taxable value per category, freeze loss, total levy per category, tax rate, assessment ration and the total tax rate. The statement summarizes the information by type (real, personal, mobile homes, minerals, intangibles, and vehicle inventory tax).
This report is signed by the Tax Assessor-Collector and sent to the taxing units.

Miscellaneous financial accounting reports

How long does your recap report take to generate for a given month and YTD?

How long does a full DTR take to generate?

How long would it take to create a custom report from scratch, how much would it cost?

System must allow DTR's and Recaps to be run from a trigger list.

System must allow statements to be generated from a trigger list.

System must generate complete bill listings.

System must allow us to input our own headers and notes to generated statements.

7.0 **TESTING:** County will conduct a series of rigorous tests on the selected solution after data conversion.

Structured tests will be conducted following functional scripts to verify that all required functionality is present and working correctly in the solution and that the data conversion has occurred successfully.

Parallel testing will be conducted using the solution to conduct everyday business in parallel with the current system to verify that the solution functions properly in the Hidalgo County environment at the required capacity.

Acceptance testing will be formally finalized with a successful execution of the structured test scripts on MONTH DATE, 2009. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance test.

8.0 **PROPRIETARY SOFTWARE:** All proprietary software and documentation shall be placed in escrow located in Hidalgo County, Texas, with specific location approved by County, for future use by the Hidalgo County Tax Office for maintenance and support of the Tax System in the event of a vendor default.

The vendor shall maintain software in the escrow to match the vendor's most current version of the software in use by Hidalgo County Tax Office.

9.0 **WARRANTY, MAINTENANCE, AND SERVICE:** Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

On site training, maintenance, and support is required during the warranty period. For years two (2) three (3), four (4), and five (5) training, maintenance, and support shall be incorporated into the contract through a maintenance agreement, if County so chooses, with options for five (5) or more additional years.

<u>Maintenance of the System must include:</u>
Legislative changes
Software "bug" fixes
Latest software versions
<u>Software Service of the System will include:</u>
Hosting of the tax office system at the vendor data center
Special program enhancements defined by the tax office
Appraisal file processing from multiple appraisal districts
Interface with BANK lockbox system
Interface with mortgage escrow servicing companies

The system must guarantee 99% availability with a four (4) hour maintenance response time.
Vendor will provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for five (5) years.

10.0 A. SELECTION, EVALUATION AND RANKING

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal. **Proposals will be granted on a 100-point system with emphasis on ability to service Hidalgo County including, but not limited to, the items listed below:**

10.1 County shall review all eligible proposals and, based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria:

10.1.1 **COST** — 20 points
Payment for system shall be billed in 5 equal annual payments.

10.1.2 **TECHNICAL REQUIREMENTS:** — 20 points
Performance
System Security
User Security
Database

10.1.3 **TAX COLLECTION REQUIREMENTS:** — 20 points
Does proposal meet or exceed current system in place
Compatibility with requirements by taxing units and banking procedures
Reports

10.1.4 **ASSESSING REQUIREMENTS:** — 10 points
Does proposal meet or exceed current system in place
Compatibility with appraisal district data uploads
Reports
User audits and controls

10.1.5 **FINANCIAL REPORTING/VEHICLE INVENTORY TAX:** — 10 points
Does proposal meet or exceed current system in place
Is system compatible with QuickBooks Enterprise?

10.1.6 **Maintenance, Training, Support and Service:** — 20 points
Location of maintenance, training and support centers(s)
-within CITY metropolitan area
-outside CITY metropolitan area
Method of maintenance, training and service
-on site very strongly preferred
-by local phone, within CITY area codes(s)
-by 800 or toll-free phone service
-long distance
Hours of availability
-emergency/hot line: 24 hours – 7 days a week
-operational hours 8:00AM – 5:00PM CST
-guaranteed response time
-past performance response time – to include site visit

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-OTM

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-OTM

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **COST:** Initial system investment and customization costs **20 points**

2. **TECHNICAL REQUIREMENTS:** Does proposal meet or exceed current system in place. Compatibility with requirements by taxing units and banking procedures. Reports **20 points**

3. **TAX COLLECTION REQUIREMENTS:** Does proposal meet or exceed current system in place. Compatibility with requirements by taxing units and banking procedures. Reports. **20 points**

4. **ASSESSING REQUIREMENTS:** Does proposal meet or exceed current system in place. Compatibility with appraisal district data uploads. Reports. User audits and controls. **10 points**

5. **FINANCIAL REPORTING/VEHICLE INVENTORY TAX:** Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise. **10 points**

6. **MAINTENANCE, TRAINING, SUPPORT AND SERVICE:**

   Location of maintenance training and support center(s)-within CITY metropolitan area—outside CITY metropolitan area. Method of maintenance, training and service—on site very strongly preferred—by local phone, within CITY area code(s) –by 800 or toll-free phone service—long distance. Hours of availability emergency/hotline: 24 hours-7 days a week, operational hours 8:00 a.m. – 5:00 PM CST, guaranteed response time & past performance response time to include site visit **20 points**

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-OTM

RFP EVALUATION FORM

Selection Criteria	Range	Point Score

a. **Cost:** **20 points** _____
Initial system investment and customization costs
Comments/Rationale for Points:_____

b. **Technical Requirements:** **20 points** _____
Does proposal meet or exceed current system in place.
Compatibility with requirements by taxing units and banking procedures. Reports
Comments/Rationale for Points:_____

c. **Tax Collection Requirements:** **20 points** _____
Does proposal meet or exceed current system in place.
Compatibility with requirements by taxing units and banking procedures. Reports
Comments/Rationale for Points:_____

d. **Assessing Requirements**: **10 points** _____
Does proposal meet or exceed current system in place.
Compatibility with appraisal district data uploads. Reports. User audits and controls.
Comments/Rationale for Points:_____

e. **Financial reporting/vehicle inventory tax**: **10 points** _____
Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise.
Comments/Rationale for Points:_____

f. **Maintenance, training, support and service**: **20 points** _____
Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise.
Comments/Rationale for Points:_____

Total Score _____**points**

Company Name:_____

Evaluator: _____ **Date:**_____

EXHIBIT "A"

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County Tax Office
"AUTOMATED TAX COLLECTION SYSTEM"

RFP NO: 2010-037-02-10-otm

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-otm

Overview:
The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of a **Turn-Key "Automated Tax Collection System"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-037-02-10-otm

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

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

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 27, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit **NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

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

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

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

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

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

DURATION OF CONTRACT: The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2010. If deadline is not met, vendor will be required to pay the cost required by the Tax Office to continue to operate the current system. The contract shall be for the period of five (5) years. Payment for system shall be billed in equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under ***Exhibit "A"*** **SPECIFICATIONS/SCOPE OF SERVICES & REQUIREMENTS.**

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

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

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

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

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

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

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

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

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

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a contract with a qualified vendor capable of providing the Tax Assessor-Collector with "TURN-KEY" Automated Tax Collection System.

1.0 GENERAL

1.1 Hidalgo County Tax Office (hereafter called County) is requesting proposals from qualified providers (hereafter called "vendor") for a Texas-based ad valorem Tax Collection System that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable laws, especially those requirements set forth in the Texas Property Tax Code, to be used in the tax assessing, collecting, and reporting applications. The existing Tax Collection System is currently meeting all requirements of the Hidalgo County Tax Office. County is nearing the end of the contract for that system and desires to insure that the best system available is procured to the benefit of the Tax Office. The scope of this Request for Proposal (RFP) includes the acquisition, delivery, installation, conversion, training, maintenance and support of the new system and services.

1.2 The procured system and services must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and service.

1.3 The objective of this RFP is to obtain proposals that will provide County with application software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.

1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

2.0 PERIOD OF CONTRACT

2.1 The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2010. If deadline is not met, vendor will be required to pay the cost required by the Tax Office to continue to operate the current system. This contract shall be for the period of five (5) years. Payment for system shall be billed in 5 equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty day (120) "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3.0 GOVERNING LAW

3.1 Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements.

3.2 This request for proposal is limited to an "Automated Tax Collection System" only. Any offer or proposal purporting to offer anything other than "Automated Tax Collection System" will not be considered and may, in fact, be grounds for disqualification from consideration or down grading of a proposal.

This request for proposal process is intended to comply with all applicable statutes, attorneys' general opinions and professional ethical considerations.

4.0 SCOPE OF WORK

TAX OFFICE ENVIRONMENT: The County collects for 37 tax jurisdictions for billing, collecting, and distribution of their respective tax revenues. The tax system maintains approximately 335,000 accounts with a twenty (20) year history containing approximately twelve (12) million tax unit records. The current tax system has approximately 70 local in-house users including users at 5 remote substations. Our current system allows remote logins for one bank, eight title companies, and three law firms. An interactive web site is also maintained.

4.1 **TECHNICAL REQUIREMENTS:** The system must be based on current standard technology and the proposed solution must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. The vendor will provide and implement all future upgrades available to any of the vendor's other tax collection clients, that are in Texas, as part of the original purchase. All modifications, additions, or upgrades of the system will require the vendor to transfer all past and current data into the new system without additional cost to County. To this end, the following metrics must be met:

- A detailed and itemized list of all hardware and software being proposed.
- Must be compatible with current PCs, printers, and existing network setup. If not compatible vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must list all environmental requirements needed to house proposed solution's hardware, i.e. power requirements, humidity control, temperature tolerance, battery backup time and power levels, etc.

4.1.1 Performance:

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following metrics must be met:

- Load of new year tax data from appraisal district (2 days)
- Load monthly supplements and name change files from appraisal district (2 days)
- Generation of new year certified tax statements (12 hours)
- Generate end-of-day reporting (1 hour)
- Generate end-of-month reporting (3 hours)
- Fiscal period accounting roll-over (12 hours)
- Take a simple single account payment and print a receipt (8 seconds)
- Post the largest day lockbox (2 hours)
- Post the largest mortgage company payment file (2 hours)

4.1.2 System Security:

The vendor is required to provide both a primary and backup server(redundant system). Servers should work in a manner that if the primary server goes down, the backup server continues to operate the system without interruption of service.

Both primary and backup servers shall be housed and maintained entirely by the vendor. Both servers should be housed in a secure facility that provides for uninterruptible power and equipped with electronic and physical security. Primary server and backup servers shall be housed in a geographic location that is not proned to natural disasters i.e., hurricanes, tidal floods, etc. Backup server shall be located at least 50 miles away from primary server to avoid being affected by local power outages, storms, etc., at the same time. Copies of audits, inspections, and/or certifications for the facilities shall be enclosed in the proposal. An onsite inspection of the facility will be made by the tax office staff prior to acceptance of the proposal.

A plan for safeguard and recovery of data in case of natural or other disaster must be included with the proposal.

4.1.3 User Security:

- Security must be role based and managed by a tax office authorized employee via a standard user interface
- User IDs will inherit authorizations based on their role (or group). Changing authorizations due to change in duties should be a simple matter of reassigning the user id to the new role (or group)
- Password management should follow strict guidelines
- A combination of application and database security may be required to ensure data security
- The proposed system must provide for logging and viewing all data changes within the system
- Must be able to view system and user logs to see the user's history or activities.
- Must be able to customize rolls for each of our user groups.

4.1.3.a Please answer the following questions as thorough as possible for us to be able to evaluate your RFP.

- We have a windows based network with active directory and with established trusts with other county departments' active directories within our network, how would you prevent anyone from within the network that is not authorized to do so from gaining access to the data tables?
- How would you prevent anyone from the outside from compromising the data tables? In this scenario, we have given a title company a vpn portal to log into the system for inquiry purposes. If that login and password gets compromised, how secure is your system to prevent anyone with inquiry only access from making changes to the tables?
- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three unsuccessful tries?

4.1.4 Database:

- Hidalgo County currently operates Oracle and SQL SERVER Database Management System.
- The proposed system must provide for monitoring of database performance
- Public information requests should be handled by providing informative data to the end user that requires minimum operator intervention and that follows safe guidelines when dealing with confidential information.

- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- You must maintain a website for the Hidalgo County Tax Information.
- The information you provide on your website must comply with what we currently provide our tax payers at this time. This includes providing paid history, Levy balances broken down by taxing unit. The ability to perform searches by name, address, account number, or appraisal district number. Tax payers should have the ability to pay their taxes online.

The System must provide a robust ad hoc reporting capability so that the Tax Office, Planning and Resource Management personnel, and County Auditor can create reports from any data in the system without the assistance, or intervention of the Vendor or Information Systems staff.

4.3 **STATEMENT PRINTING:** Each year approximately 335,000 statements and related mailings are produced. Printing is accomplished by generating a print tape and delivery to the current County printing vendor.

4.4 **APPLICATION SOFTWARE:** The County requires a high performance property tax system. The System must support role-based security. The System must be designed so that the end user does not have direct access to the database tables. The System must maintain all proper accounting controls, audit trails, and transaction logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so that the end user can operate the system productively. The System should have extensive search capabilities for timely account access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The messages must be displayed upon user demand and via hover help.

All data entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the Texas State Property Tax Code and all other laws pertaining to property taxation in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for tax assessments, collections, accounting, auditing and disbursement.

4.5 **USER REQUIREMENT CRITERIA:** Requirements include, but are not limited to:

Support consolidated assessment and collection functions for 37 taxing entities on approximately 335,000 current year accounts and total administrative, receivable, and transaction file containing approximately two (2) million records . Each tax account may contain multiple records for as many as the maximum number of units.

Provide real time update and tax collections for credit cards, e-check, and barcode readers. Support a minimum of 70 workstations running Windows XP/Windows 7 and a minimum of 70 printers simultaneously on-line.

4.6 **PRIMARY FUNCTIONS:** The contracted vendor must supply a vendor-hosted tax system that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable state laws, especially those requirements set forth in the Texas Property Tax Code. All processes and forms

produced must also meet the standards established by the state Comptroller's office. Reports must provide sufficient audit controls for all processes and conform to standards established by the Tax Assessor Collector. Rounding in the system must be consistent, limited in scope, and conform to levels established by Hidalgo County Tax Office rules.

There must be sufficient system security to identify the operator and date of every change of any type entered into the system. Every programming or data change entered by vendor's staff must have prior authorization by the Hidalgo County Tax Office management before entry into the production database. There must be an easily accessible log of all changes showing the data before and after the entry. This record must be system generated and unaltered by staff.

There must be controls that restrict operator's updating and cashiering capabilities according to County Tax Office rules.

System must have an area to enter notes or comments at the account level and capability to restrict access to this field. Key processing steps must produce system-generated notes.

There must be search capabilities to locate and retrieve account information by entering known data such as owner, situs location, DBA, tax suit number, partial account number or appraisal district number. Must be able to search payments by date and amount and identify fiduciary information from codes.

User must be able to retrieve data from the system for simple reports on demand.

System must include inquiry access to accounts via the Internet, with the ability to make electronic payment via the Internet with real-time updates of payments.

4.7 **FINANCIAL REPORTING:** The new tax system must provide an accounting package that will allow for modifications for future financial requirements. The accounting system must allow us to download daily tax collections, attorney fees, and miscellaneous fees. It must be able to reconcile payment transactions made by cashiers and tie them to the daily deposit. It must allow for the disbursement of funds daily, weekly, or monthly via wire transfer, check, or ACH to the taxing jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdiction twice a year through remittances and also tie the figures into the monthly tax report.

The system must conduct the following:

- Must be able to upload and download files to Intuit QuickBooks Enterprise.
- Automatically load tax adjustment refunds and overpayment refunds.
- Provide the capability to manually enter tax refunds, special inventory refunds and escrow refunds.
- Be able to automatically print checks from all bank accounts.
- Be able to print a refund register (the picture before the checks are actually printed).
- Print a bank register which includes the check number, payee, payee address, check date, check amount, and type of refund.
- Be able to convert the bank register into an Excel spreadsheet and allow for an export file to be created to be forwarded to the bank for Positive Pay (provide the bank with a file containing the check number, check date, and amount for each of our bank accounts to clear checks as they are cashed).
- Be able to hold, delete, or process check requests (ad valorem, refund, special inventory, and escrow) once the file is loaded into the system for supervisor approval.

- Be able to void/cancel or reprint checks or to reuse check numbers (ad valorem, refund, special inventory, and escrow) once they are printed with supervisor approval.

The system must also produce:

- Detailed daily, weekly, monthly, and yearly reports for tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions.

- Summary reports for daily, weekly, monthly, and yearly tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions. All reports must have adequate cross checks to allow for reconciliation.

4.8 **ASSESSING REQUIREMENTS:** All appraisal district updates must be processed electronically for the current year and five (5) preceding years. Updates will affect various types of taxing units, which will have differing value and exemption data. These updates must adjust the tax receivables appropriately for all taxing units, postpone delinquency dates, and produce tax statement files and/or refund files, without intervention by tax office staff.

System must be able to automatically create, calculate, and print statements for agriculture rollback taxes as per Texas Property Tax Code section 23.55.
Summary reports after each update must show the adjusted year to date totals by taxing unit values, exemptions, and levy. The figures must be balanced to figures provided by each appraisal district to verify successful loading of data. Owner, location, and other administrative data must match the most recent information provided by the appraisal districts. System must allow manual overrides to correct receivables.

Users must be able to do "what if" scenarios, i.e. change value and exemption information in the system to determine the impact of such a change and provide estimated levy differences without actually changing the system amounts.

Every tax account must identify all taxing units levying a tax, the appraised and taxable value of the property within that unit, its exemption reductions, any special valuations, and its current calculated levy amount and beginning levy at the start of the fiscal year. There must also be a display at the account level summarizing data for all units combined.

- System must store previous account number information for research when dealing with account splits, account mergers, ag rollbacks and deleted accounts.
- System must have the capability to produce a tax certificate.
- System must produce an assessing Audit report that can be specific to an operator and date range. (modified receivable report sorted by operator)
- Online system must maintain multiple freeze records starting in various years for different units.
- System must automatically adjust receivables for penalties added per Texas Property Tax Code sections 25.25 and 23.431 and add interest on omitted property per section 26.09.
- The system must track when notices required by section 33.08 of the Texas property Tax Code are produced and adjust attorney collection penalties accordingly.
- System must produce tax statements in the same format for individual accounts upon demand, and files of large batches for mass mailings. The form, which includes graphics and special fonts, will be provided by the tax office. Multiple statements for the same taxpayer should be grouped. Statements mailed to fiduciaries should also be grouped. A record of statements generated should be maintained on each account. Vendor should be prepared to interface with the county's third-party vendor for mass mailings.

- Users must be able to produce single statements as of a prior month or later month on unpaid accounts.
- System must have adequate information to be able to prepare in a timely manner all forms required by contract or state law, such as mobile home tax reports for moving and tax sale bidders statements.
- How long will it take to load the certified data from 37 tax units and balance back to appraisal district?
- How long will it take to generate statements for customers, agents, and mortgage companies for 335,000 parcels?
- Must be able to track assessing modifications by operator.
- Must be able to track assessing modifications by batch.
- Need History and original receipts archived prior to any value changes.
- Must be able to track tax deferral start and end dates.
- Must be able to create a Statement of Location certificate and Tax Sales Certificate.

4.9 **TAX COLLECTION REQUIREMENTS:** All unpaid receivables must be tracked for every taxing unit for an unlimited period of time if under lawsuit, and up to twenty (20) years if not under suit. Paid in full accounts must be maintained on the system for a minimum of six (6) years. Each payment must be tracked with the actual date of posting of funds, effective date, and payer (including address) information. Users must be able to track the allocation of each payment to individual taxing units and to levy, penalty, interest, and collection fees. Delinquent taxes must automatically purge according to section 33.05 of the Texas Property Tax Code at 10/20 years. Purge reports must account for before and after figures by taxing unit to track removal of receivables.

Operators and batch jobs must be able to cashier all types of transactions for all years on the system. These include, but are not limited to, partial payments, escrow, overpayments, adjustments that remove all or a portion of the receivable to uncollectable status, and litigation and bankruptcy payments that may include special interest provisions.

Payments may be a mixture of cash, credit cards, checks, money orders and online credit card payments. Each payment type must be tracked. End of day totals for cashiers should show cumulative totals for each payment type. Reports should be separated by cashier and location.

Individual payments may be made by cash, check, credit card, electronic check, and wire transfer. Payments and levy corrections must be automatically adjusted to tolerance levels set by the Hidalgo County Tax Office, with a sufficient audit trails for all transactions.

Cashiers must be able to process multiple accounts with one check or with multiple checks for one account.

System must permit real-time corrections of cashiering errors by a supervisor, but not allow cashiers to adjust transactions in their deposits or to work in another cashier's deposit. System must have the ability to quickly transfer funds from one account to another, or from one year or one unit to another on the same account.

Effective dates of payment may be different than the actual date of cashiering. Both dates are to be tracked online and in reports.

Electronic check payments, credit card payments made via the telephone or Internet, lockbox payments, and mortgage company payments must be posted without intervention by tax office staff on the same day the file is received or as directed by the tax office. Mortgage company payments are made through an FTP

file accompanied by paper check, or wire transfer of funds.

The lockbox processing solution must integrate check and coupon images directly into the system, which greatly facilitates research of payments for refunds. The lockbox process must support the non-remittance advice component, which allows the bank to deposit funds received without a coupon and forward this to the tax office electronically for processing.

System should support manual coding of quarter payment accounts and disaster accounts. For these accounts, it should extend the delinquency date according to the Texas Property Tax Code.

Penalty and interest should be automatically adjusted when a tax deferral is entered on the account.

Statutory collection fees must be automatically added to receivables at the appropriate time.

Delinquent installment payment agreements should be prepared through the system with a combination of manual data entry and system retrieval of account data.

The system should produce aging and default reports on these agreements and be able to transmit this report information electronically to the delinquent tax attorneys.

Collection of all fees should be tracked in the system.

Users must be able to generate a receipt and a duplicate receipt for every payment, showing the correct payer.

Must be able to process uncollectable accounts due to sheriff's sales or Bankruptcies.

System must be able to automatically generate an overpayment refund application.

Must be able to void one transaction on a multi payment and not void all payments.

4.9.1 **VEHICLE INVENTORY TAX:** System must have a fully operational special inventory tax module that is part of the Tax Collection System and not its own independent database to simplify account research and updating. Funds collected in this module are held in escrow during the current tax year and disbursed at the end of each year. System must automatically calculate all penalties and overages and distribute these correctly according to Texas State Property Tax Code. This distribution must include entities for which the county does not normally collect. Various reports and letters are available.

4.10 **REFUNDS:** Both adjustment and overpayment refunds must be generated automatically by cashiering and update processes and process electronically through ledgers, check writing, and reporting.

The system must maintain a record of all payers tied to payments and tie refunds to payer. Refund request letters should be prepared through batch jobs submitted by type and date range.

5.0 TRAINING: During the conversion and testing phase, the vendor is to provide training of all users of the system at the Hidalgo County Tax Office location. The training should be conducted in modules specific to job functions and permission levels, so that an overview may be provided to basic users and more extensive information provided for advanced users. Users should be trained with a combination of written materials, demonstrations, and hands-on use of the system in a test environment. Parallel testing of specific functions will not begin until training in the function has been completed.

6.0 REPORTS: Vendor must be able to produce the following reports, or equivalent as a minimal standard:

A Late Rendition report that is prorated by entities and shows the split fee that is to be disbursed to the Appraisal District.

A balance reconciliation report for all rollbacks and reversals.

A report that shows, at the account level, the before and after image after updates.
The data items reported are taxing units, values, exemptions, and levy.

A report that shows the differences between our records and the appraisal district's records when an update is processed.

A monthly summary report of supplements and cancellations by roll year and amount.

A monthly report that shows the summary of collections by roll year. It breaks out the amount of taxes due starting October 1 of each roll year, monthly adjustments, adjustments year to date, monthly levy paid, levy paid year to date, levy balance and percentage of collections. This report also has a separate line for the current roll year adjustments, value and levy including the tax rate.

Beginning Tax Roll – This report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report can be produced in both alpha and numeric format. The report provides the total number of accounts, land value, improvement value, total real property, total personal property, total appraised value, less agricultural exclusion, homestead exemption, over 65, cap, disabled, historic, disabled vet, survivor spouse, abatement, prorated, freeport, leased vehicle, total exemption amount, taxable value and actual levy.

The detailed report provides the account number, taxing unit/units, owner name, address, number of acres, type/amount of exemptions, appraised value, legal description, tax levy and roll year.

A report that lists the over 65 freeze and value information needed for the school district's annual reports to the Texas Comptroller's Office.

10/20 Tax Purge – This report lists the taxing unit number, roll year, account number, owner name, levy and amount due. This report generates a summary for each taxing unit in account number sequence how much was purged both real and personal. It also provides the number of accounts being purged.

A daily report that lists the status of all deposits opened for the day, by deposit number, deposit date, receipt date, status of deposit (open or closed), type of deposit, operator name, number of transactions processed, payment type (cash, check, or credit card) and the system date.

A daily report that lists the cashier checkout total summary. This report categorizes each clerk by deposit and location. It lists the operator id code, deposit number and a summary of collections by payment and type (cash, check, or credit card).

A Report that shows the loss to tax deferrals for the school district's annual reports to the Texas Comptroller's Office.

Deposit Detail Report - lists all transactions within a deposit showing amount, payment type and account to

which transaction was posted and taxing units.

Reports that list the deposit distribution (collections, refunds, other fees, transfers and reversals) at the taxing unit level. The user can specify date ranges (daily, monthly, and yearly).

A report that shows a summary of what was processed by deposit number.

A report sorted by taxing unit showing a number of deposits processed.

A summary report that shows by taxing unit how much was collected in real and personal taxes.

A report by taxing unit that breaks-out the collections by roll year and the M&O and I&S rates.

A summary report by taxing unit that shows what monies were collected broken down by M&O and I&S rates.

A report by taxing unit that shows penalty and interest collected by roll year.

A report by taxing unit showing miscellaneous fees collected.

A report showing refunds generated.

A report showing County Education District collections.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows all negative transactions, including reversals and transfers. Grand Totals should be provided.

A report that shows the distribution of maintenance and operations (M&O) funds by their various tax rates.

A report that shows an accumulative total of the two previous reports with grand totals on the last page.

A report that shows the penalty and interest collected for the specified date range.

A report that shows refund pending amounts taken from individual units for the specified date range.

A report that shows attorney fees collected for the specified date range.

A report that lists by tax unit, then by deposit and account number, the rendition penalty details for each account

Daily deposit detail report that lists all transactions by receipt date, or deposit date, and recaps distribution to taxing units.

A Fiduciary listings report that lists fiduciary contact information alphabetically, or in order by code number.

Top 50 Taxpayers Report. This report by jurisdiction lists the top 50 real and personal taxpayer's accounts and their accumulated levy.

Quarter payment coding report shows accounts under the quarter payment plan that are qualifying or not qualifying as of each payment due date.

Summary reports that show, by taxing unit, the year to date totals of values, exemptions, special valuations and levy, and tax rate and exemption amounts for the unit for the year.

Request of a report that can be used to process refunds. It can be run for various types of refunds, such as litigation, adjustment and overpayment. User can specify threshold amounts and date ranges. It shows the amount of refund by taxing unit, the total amount for the account, to whom the refund will be paid, where the funds were originally paid and if there are taxes due that should be collected before the refund is issued.

A daily report at the clerks level that shows refunds less than $5.00 (TOP). It lists the account number, taxing unit number, roll year, receipt number, deposit number, amount of refund, cashier, type and deposit date. This report can be printed using date ranges.

Lockbox reconciliation reports that show all payments posted. Errors and exceptions such as tolerance or overpayments are shown in detail. Totals are given for each category of transaction.

A monthly report by taxing unit that shows taxes available for collections at base, at base plus P&I, and attorney fees at a given point in time.

Delinquent Tax Roll – The detailed report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report provides a list of the account numbers, owner name, address, and number of acres, type/amount of exemption, appraised value, legal description, tax levy and balance by roll year. The report provides a summary page by taxing unit showing the levy amount, levy paid, and levy balance.

A report that tracks tax lawsuit and bankruptcy information added or removed from the system by law firm updates.

Tax Rate Chart must be prepared from data entered from ordinances, or orders submitted by the taxing units each year. It shows the taxing jurisdiction name and code, the total tax rate, all the exemptions allowed by the unit – whether local option or state mandated, and the dollar amount of levy reduction for the maximum exemption. This is verified each year before levy calculations. It must be approved and signed by the Tax Assessor Collector and is distributed to the public.

Tax Roll Statement – The statement lists the current roll year, number of accounts per category, market value per category, taxable value per category, freeze loss, total levy per category, tax rate, assessment ration and the total tax rate. The statement summarizes the information by type (real, personal, mobile homes, minerals, intangibles, and vehicle inventory tax).
This report is signed by the Tax Assessor-Collector and sent to the taxing units.

Miscellaneous financial accounting reports

How long does your recap report take to generate for a given month and YTD?

How long does a full DTR take to generate?

How long would it take to create a custom report from scratch, how much would it cost?

System must allow DTR's and Recaps to be run from a trigger list.

System must allow statements to be generated from a trigger list.

System must generate complete bill listings.

System must allow us to input our own headers and notes to generated statements.

7.0 **TESTING:** County will conduct a series of rigorous tests on the selected solution after data conversion.

Structured tests will be conducted following functional scripts to verify that all required functionality is present and working correctly in the solution and that the data conversion has occurred successfully.

Parallel testing will be conducted using the solution to conduct everyday business in parallel with the current system to verify that the solution functions properly in the Hidalgo County environment at the required capacity.

Acceptance testing will be formally finalized with a successful execution of the structured test scripts on MONTH DATE, 2009. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance test.

8.0 **PROPRIETARY SOFTWARE:** All proprietary software and documentation shall be placed in escrow located in Hidalgo County, Texas, with specific location approved by County, for future use by the Hidalgo County Tax Office for maintenance and support of the Tax System in the event of a vendor default.

The vendor shall maintain software in the escrow to match the vendor's most current version of the software in use by Hidalgo County Tax Office.

9.0 **WARRANTY, MAINTENANCE, AND SERVICE:** Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

On site training, maintenance, and support is required during the warranty period. For years two (2) three (3), four (4), and five (5) training, maintenance, and support shall be incorporated into the contract through a maintenance agreement, if County so chooses, with options for five (5) or more additional years.

<u>Maintenance of the System must include:</u>
Legislative changes
Software "bug" fixes
Latest software versions
<u>Software Service of the System will include:</u>
Hosting of the tax office system at the vendor data center
Special program enhancements defined by the tax office
Appraisal file processing from multiple appraisal districts
Interface with BANK lockbox system
Interface with mortgage escrow servicing companies

The system must guarantee 99% availability with a four (4) hour maintenance response time.
Vendor will provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for five (5) years.

10.0 A. SELECTION, EVALUATION AND RANKING

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal. **Proposals will be granted on a 100-point system with emphasis on ability to service Hidalgo County including, but not limited to, the items listed below:**

10.1 County shall review all eligible proposals and, based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria:

10.1.1 **COST** — 20 points
Payment for system shall be billed in 5 equal annual payments.

10.1.2 **TECHNICAL REQUIREMENTS:** — 20 points
Performance
System Security
User Security
Database

10.1.3 **TAX COLLECTION REQUIREMENTS:** — 20 points
Does proposal meet or exceed current system in place
Compatibility with requirements by taxing units and banking procedures
Reports

10.1.4 **ASSESSING REQUIREMENTS:** — 10 points
Does proposal meet or exceed current system in place
Compatibility with appraisal district data uploads
Reports
User audits and controls

10.1.5 **FINANCIAL REPORTING/VEHICLE INVENTORY TAX:** — 10 points
Does proposal meet or exceed current system in place
Is system compatible with QuickBooks Enterprise?

10.1.6 **Maintenance, Training, Support and Service:** — 20 points
Location of maintenance, training and support centers(s)
-within CITY metropolitan area
-outside CITY metropolitan area
Method of maintenance, training and service
-on site very strongly preferred
-by local phone, within CITY area codes(s)
-by 800 or toll-free phone service
-long distance
Hours of availability
-emergency/hot line: 24 hours – 7 days a week
-operational hours 8:00AM – 5:00PM CST
-guaranteed response time
-past performance response time – to include site visit

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-OTM

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-OTM

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **COST:** Initial system investment and customization costs **20 points**

2. **TECHNICAL REQUIREMENTS:** Does proposal meet or exceed current system in place. Compatibility with requirements by taxing units and banking procedures. Reports **20 points**

3. **TAX COLLECTION REQUIREMENTS:** Does proposal meet or exceed current system in place. Compatibility with requirements by taxing units and banking procedures. Reports. **20 points**

4. **ASSESSING REQUIREMENTS:** Does proposal meet or exceed current system in place. Compatibility with appraisal district data uploads. Reports. User audits and controls. **10 points**

5. **FINANCIAL REPORTING/VEHICLE INVENTORY TAX:** Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise. **10 points**

6. **MAINTENANCE, TRAINING, SUPPORT AND SERVICE:**

   Location of maintenance training and support center(s)-within CITY metropolitan area—outside CITY metropolitan area. Method of maintenance, training and service—on site very strongly preferred—by local phone, within CITY area code(s) –by 800 or toll-free phone service—long distance. Hours of availability emergency/hotline: 24 hours-7 days a week, operational hours 8:00 a.m. – 5:00 PM CST, guaranteed response time & past performance response time to include site visit **20 points**

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-OTM

RFP EVALUATION FORM

Selection Criteria	Range	Point Score

a. **Cost:** **20 points** _____
Initial system investment and customization costs
Comments/Rationale for Points:_____

b. **Technical Requirements:** **20 points** _____
Does proposal meet or exceed current system in place.
Compatibility with requirements by taxing units and banking procedures. Reports
Comments/Rationale for Points:_____

c. **Tax Collection Requirements:** **20 points** _____
Does proposal meet or exceed current system in place.
Compatibility with requirements by taxing units and banking procedures. Reports
Comments/Rationale for Points:_____

d. **Assessing Requirements**: **10 points** _____
Does proposal meet or exceed current system in place.
Compatibility with appraisal district data uploads. Reports. User audits and controls.
Comments/Rationale for Points:_____

e. **Financial reporting/vehicle inventory tax**: **10 points** _____
Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise.
Comments/Rationale for Points:_____

f. **Maintenance, training, support and service**: **20 points** _____
Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise.
Comments/Rationale for Points:_____

Total Score _____**points**

Company Name:_____

Evaluator: _____ **Date:**_____

AI-19282 **19.E.1.**

BCAP Invoice# 07M14-30 Millennium Engineers Group, Inc. Pct. No.2
CC REGULAR

Date:	01/12/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Discussion, acceptance and approval of claim from Millennium Engineers Group, Inc. in the amount of $355.70 for material testing on Primavera #1 Subdivision with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-568-0-339

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

BUDGETARY IMPACT:

Attachments

Link: Invoice# 07M14-30 Millennium Engineers Group, Inc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/07/2010 12:42 PM	APRV
2	Budget & Management	Erika Zamora	01/07/2010 12:56 PM	APRV
3	Roland Garcia	Rolando Garcia	01/07/2010 04:02 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Marcie Jackson Started On: 01/06/2010 04:11 PM

Final Approval Date: 01/08/2010

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

COMPLETED

Invoice

Date	Invoice #
10/4/2007	07M14-30

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-07-006-02-13 ϕ
2-18-07-6-31-08

~~LIT-AI-18529 11/24/09~~

Terms	Due Date	Project
Net 30	11/3/2007	07M14-Primavera #1-CSJ108056821-~~PO593646~~ Direct Payment

Description	Qty	Rate	Amount
Asphalt Cores (Min. 6 Each)	6	$30.00	$180.00
Vehicle Trip Charge(Per Mile)	15	$0.38	$5.70
Clerical/Administrative	1	$40.00	$40.00
Engr. Technician (Asphalt)	3.25	$40.00	$130.00

11.12.09

~~CLAIMS AI 18526~~ 11/~~10~~24/09
DIRECT PAYMENT
~~9-1311-431-00-122-568-0-339~~ → $355.70
9-1202-431-00-122-568-0-339

RECEIVED
NOV 18 2009
HIDALGO COUNTY
AUDITOR'S
OFFICE

INVOICE RECEIVED BY: Marie Jackson ON 10/27/09
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 10/27/09

<Note>
change in acct. # approved by marie 12/2/09
Invoice will ~~not~~ be submitted to claims
service date falls within contract term,
however, no work authorization or
PO were issued.
kg

We thank you for your prompt payment. Please remit to the above address.

Total	$355.70
Payments/Credits	$0.00
Balance Due	$355.70

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Pavement Thickness Report

Project Description: Primavera # 1
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: J & M Construction

M.E.G. Report Number: 07M14-30-1
Date Tested: 09-05-07
Date Reported: 09-11-07
Location Tested: Hibiscus Drive, Rose Olive, E Gardenia Dr.

Test Number	Station and Location	Measured Depth/Thickness
1	Hibiscus Drive Station 2+75 3' E of Center Lane	2"
2	Hibiscus Drive Station 6+50 3' W of Center Lane	2 1/4"
3	Hisbiscus Drive Station 10+50 3' E of Center Lane	1 7/8"
4	Rose Street Station 1+50 3'North of Center Lane	2"
5	Olive Street Station 1+50 3' S of Center Lane	1 1/2"
6	E. Gardenia Dr. Station 1+50 3' N of Center Lane	1 3/4"

Remarks:

Raul Palma, Senior Materials Engineer

AI-19233 **19.F.1.**

Award of Bid - Hidalgo County Sheriff's Office - Pager and Pager Service - Sole Bidder

CC REGULAR

Date:	01/12/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of a Service Contract with sole bidder Yoder Enterprises, Inc. d/b/a Advanced Paging meeting all specifications and/or requirements for: "Pager and Pager Service" as attached hereto for Hidalgo County Sheriff's Office-Bid No. 2009-218-11-18-ERT (Contract term one (1) year commencing 03/02/10 - 03/01/11)

BACKGROUND

Quote Tabulation Log/Recommendation by HCSO
Contract Document (approved as to form by legal counsel)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Available balance as of 11-6-10 is $11,143.60.

Attachments

Link: Quote Tab & Recommendation by HCSO

Link: Draft Contract Document

Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/06/2010 12:24 PM	APRV
2	Budget & Management	Erika Zamora	01/06/2010 01:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/06/2010 03:32 PM	APRV
4	Auditor's Office	Monica Badillo	01/08/2010 05:42 PM	APRV

Form Started By: Letty Saenz Started On: 01/05/2010 10:42 AM

Final Approval Date: 01/08/2010

PURCHASING DEPARTMENT
County Of Hidalgo

NOV 20 2009
10:20 am

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: November 19, 2009

RE: **QUOTE AWARD RECOMMENDATION REQUEST**
Quote No. 2009-218-11-18-ERT
HIDALGO COUNTY SHERIFF'S OFFICE - "PAGER AND PAGER SERVICE".

Attached you will find copies of the quote responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on 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 Tuesday, November 24, 2009 at noon in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, December 1, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Advanced Paging	Award to sole bidder.
2.)	
3.)	
Budget account # - 9- 1100-421-00-280-001-0-532	

Authorized Signature | A. Sonny Martinez (Printed Name) | Department | 11-19-09 (Date)

HIDALGO COUNTY PURCHASING DEPARTMENT
QUOTE TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Sheriff's Office

QUOTE OPENING DATE: November 18, 2009	**QUOTE OPENING TIME: 9:30 A.M.**
DESCRIPTION OF QUOTE: "PAGER AND PAGER SERVICE"	
QUOTE NO: 2009-218-11-18-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	DESCRIPTION
Yoder Enterprises, Inc. **DBA: Advanced Paging** **600 Ash Ave.** **P.O. Box 3097** **McAllen, TX 78502**	Motorola Advisor Gold Pager: **$36.90** Proposed monthly rate for unlimited airtime (per pager): **$6.95** Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time : --------- Coverage area per price quoted, monthly rate service: Local: **$6.95** Statewide: **$6.95** Regional: **$6.95** Nationwide : --------- Group alphanumeric rate: **$6.95 per group** Repair Service Charge per pager: **$29.95 per replacement** Alphanumeric 1 way paging: Monthly Rate / Page Allowance / Charge per page Local: **$7.95** / Local: **none** / Local: **none** Statewide: **$7.95** / Statewide: **none** / Statewide: **none** Regional: **$7.95** / Regional: **none** / Regional: **none** Nationwide: ----- / Nationwide: ------ / Nationwide: ----

THIS WAS THE ONLY QUOTE

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-218-01-12

THIS CONTRACT is made and entered into this **12th** day of **January, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **Yoder Enterprises, Inc. d/b/a Advanced Paging** ("Company").

WHEREAS, Company responded to Request for Sealed Quotes (RFSQ) for: **"Pager and Pager Services"** (the "Services"); and

WHEREAS, Company submitted a quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); 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 Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the quote 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 Sealed Quotes (RFSQ) 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 **one (1) year**, commencing on **March 02, 2010** and expiring on **March 01, 2011** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Quote 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: Yoder Enterprises, Inc. d/b/a
Advanced Paging
Attn: Dwight F. Yoder, Vice President
P. O. Drawer 3097
McAllen, Texas 78502

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 _____, 2010.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Yoder Enterprises, Inc.
d/b/a Advanced Paging

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"
REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTE (RFSQ) CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE

"Pager and Pager Service"

Quote No: 2009-218-11-18-ERT

1. **Request For Sealed Quotes Letter, consisting of 1 page.**

2. **Request for Sealed Quotes, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with quote).
3. **Exhibit "A" Specifications consisting of 4 pages.**

4. **Exhibit "B" Quote Page consisting of 2 pages.**
   (Must be submitted with quote).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with quote, if applicable).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with quote).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with quote).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with quote).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with quote).

10. **Draft Service Contract, consisting of 8 pages.**

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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.

Eric Trevino, Buyer
Hidalgo County Purchasing Department

November 9, 2009
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 9, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for sealed quotes –**"PAGER AND PAGER SERVICE"**
RFSQ Bid No: 2009-218-11-18-ERT
Quote Opening Day- November 18, 2009

Dear Gentleman/Ladies:

Enclosed please find a Request for sealed quote (RFSQ) packet for your review and consideration.

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

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

Sincerely,

Eric Trevino, Buyer
Hidalgo County Purchasing Agent

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFSQ:2009-218-11-18-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
RFSQ NO. 2009-218-11-18-ERT

SEALED QUOTE OPENING DATE:
NOVEMBER 18, 2009

Contact Person:

Eric Trevino, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Bldg
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4882

Form HCPD-03

LEGAL NOTICE **RFSQ No: 2009-218-11-18-ERT**

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE –"PAGER AND PAGER SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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: **RFSQ NO. 2009-218-11-18- ERT HIDALGO COUNTY SHERIFF'S OFFICE "PAGER AND PAGER SERVICE"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., November 18, 2009 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2009-218-11-18-ERT.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. **DELIVERY INSTRUCTIONS:**

- 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 Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "PAGER AND PAGER SERVICE"** 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
Attn: Monica Hinojosa
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. **Schedule of Events**

Sealed Quote Opening, 9:30 AM	**November 18, 2009**
Award of Contract	**_____, 2009**
Commence Work or Deliver Products	**_____ 2009**

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

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

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

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

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

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 RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
    - 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 Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

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

27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
RFSQ NO.: 2009-218-11-18-ERT

To: Eric Trevino, Buyer
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

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

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

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must be submitted with the quote

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR SEALED QUOTES
"Pager and Pager Service"
RFSQ No. 2009-218-11-18-ERT
Quote Opening Date: November 18, 2009 at 9:30 AM

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Pager and Pager Service"
RFSQ NO. 2009-218-11-18-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The Hidalgo County Sheriff's Office is seeking quotes for monthly airtime use for pager service, purchase and replacement of units. The following services will be provided in accordance with these specifications and the manufacturer recommendations. Currently the Hidalgo County Sheriff's Office uses approximately over 150 Motorola Pagers.

Specifications for pager and pager service.

- Price for replacing/purchasing and/or adding alphanumeric pager units including service. -Motorola Advisor Gold pager
- Proposed monthly rate for unlimited airtime (per pager)?
- Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time?
- Coverage area per price quoted (include a coverage area map for each listing)

Service	Monthly Rate
Local	
Statewide	
Regional	
Nationwide	

- Group page alphanumeric rate.
- Repair Service Charge per Pager
- Alphanumeric 1–way paging (under lease agreement)

Service	Monthly Rate (includes Lease of pager)	Page Allowance per Month	Charge per Page over Allowance
Local			
Statewide			
Regional			
Nationwide			

REQUIREMENTS, TERMS AND CONDITIONS

1. **Please provide with your quote all additional fees.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

4. **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

5. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

6. The term of the contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

7. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

8. Any contract awarded to a successful vendor will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

9. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

10. After quote is awarded and successful awarded contractor defaults in meeting the general instructions to quotes(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest quote(s). In such event, Hidalgo County shall charge the successful vendor the difference for any additional cost to the County.

11. Hidalgo County reserves the right to reject any or all quote/offers, and to select any part or parts thereof without accepting the entire quote/offer. Hidalgo County may purchase through the source that provides the lowest and best quote/offer to the County. Successful vendor will be notified of award as promptly as a thorough analysis of quote/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

12. If unable to quote, please advice at once and fax back (no quote).

13. All services will be done on an **"As Needed Basis".**

14. The successful VENDOR will maintain all insurances and its limits throughout the contract term, as described and listed in: Exhibit "C" insurance requirements.

15. If at any time it appears that the Hidalgo County Sheriff's Office will exceed $50,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bidding process.

16. Vendor must be compatible with our currently pager frequency of 929.6125 Baud = Flex

17. If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's

expense and not affect our service and/or operation.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail eric.trevino@co.hidalgo.tx.us no later than Thursday, November 12, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Monday, November 16, 2009 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
BID NO.: 2009-218-11-18-ERT
Quote Opening Date: November 18, 2009 at 9:30 AM

QUOTE PAGE

- **Price for replacing/purchasing and/or adding alphanumeric pager units including service.**
  -Motorola Advisor Gold pager **$_____**

- **Proposed monthly rate for unlimited airtime (per pager) $_____**

- **Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time?** **$_____**

- **Coverage area per price quoted (include a coverage area map for each listing)**

Service	Monthly Rate
Local	
Statewide	
Regional	
Nationwide	

- **Group page alphanumeric rate.** **$_____**

- **Repair Service Charge per Pager** **$_____**

- **Alphanumeric 1-way paging (under lease agreement)**

Service	Monthly Rate (includes Lease of pager)	Page Allowance per Month	Charge per Page over Allowance
Local			
Statewide			
Regional			
Nationwide			

Note: Vendor must be compatible with our currently pager frequency of 929.6125 Baud = Flex.
If vendor makes any frequency changes and/or upgrades to pagers, it will be at the vendor's expense and not affect our service and/or operation.

VENDOR'S INFORMATION:

VENDOR/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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 naming County as an additional insured shall 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.

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S 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) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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 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

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 06/29/2007

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 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.:**

Revised12/14/06

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 QUOTE
with
TABULATION SHEET

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
BID NO.: 2009-218-11-18-ERT

OPENED
9:48 am
11-18-09

Quote Opening Date: November 18, 2009 at 9:30 AM **Witnessed**

QUOTE PAGE

- **Price for replacing/purchasing and/or adding alphanumeric pager units including service.**
  -Motorola Advisor Gold pager $ 36.90
- **Proposed monthly rate for unlimited airtime (per pager)** $ 6.95
- **Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time?** $ ——
- **Coverage area per price quoted (include a coverage area map for each listing)**

Service	Monthly Rate
Local	6.95
Statewide	6.95
Regional	6.95
Nationwide	——

- **Group page alphanumeric rate.** $ 6.95 per Group
- **Repair Service Charge per Pager** $ 29.95 per Replacement
- **Alphanumeric 1-way paging (under lease agreement)**

Service	Monthly Rate (includes Lease of pager)	Page Allowance per Month	Charge per Page over Allowance
Local	7.95	NONE	NONE
Statewide	7.95	NONE	NONE
Regional	7.95	NONE	NONE
Nationwide	——		

HIDALGO COUNTY PURCHASING DEPARTMENT
QUOTE TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Sheriff's Office

QUOTE OPENING DATE: November 18, 2009	**QUOTE OPENING TIME: 9:30 A.M.**
DESCRIPTION OF QUOTE: "PAGER AND PAGER SERVICE"	
QUOTE NO: 2009-218-11-18-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	DESCRIPTION
Yoder Enterprises, Inc. **DBA: Advanced Paging** **600 Ash Ave.** **P.O. Box 3097** **McAllen, TX 78502**	Motorola Advisor Gold Pager: **$36.90** Proposed monthly rate for unlimited airtime (per pager): **$6.95** Proposed monthly rate for unlimited alphanumeric air time per pager if different from regular air time : ---------- Coverage area per price quoted, monthly rate service: Local: **$6.95** Statewide: **$6.95** Regional: **$6.95** Nationwide : --------- Group alphanumeric rate: **$6.95 per group** Repair Service Charge per pager: **$29.95 per replacement** Alphanumeric 1 way paging: Monthly Rate / Page Allowance / Charge per page Local: **$7.95** Local: **none** Local: **none** Statewide: **$7.95** Statewide: **none** Statewide: **none** Regional: **$7.95** Regional: **none** Regional: **none** Nationwide: ----- Nationwide: ------ Nationwide: -----

THIS WAS THE ONLY QUOTE

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

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 Yoder Enterprises, Inc.
DBA: Advanced Paging
P O Drawer 3097
Mcallen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Co	
INSURER B: Assurance Co of America	
INSURER C: Employers Assurance Co (AMCOMP	
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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PAS01111790	08/15/2009	08/15/2010	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SBS01116146	08/15/2009	08/15/2010	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	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCV4142216	01/01/2009	01/01/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The County of Hidalgo is named as additional insured on the general liability and auto policies and a 30 day notice of cancellation on the general liability and auto policies.

CERTIFICATE HOLDER

The County of Hidalgo
2812 S Business Hwy 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
Kent Shepard/CL03

ACORD 25 (2009/01)

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

QUOTE OPENING DATE: November 18, 2009 QUOTE OPENING TIME: 9:30 A.M.

DEPARTMENT/QUOTE DESCRIPTION:AHIDALGO COUNTY SHERIFF'S OFFICE- PAGER AND PAGER SERVICE"

BID NO.: 2009-218-11-18-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Yoder Enterprises, Inc DBA: Advanced Paging Attn: Dwight F. Yoder, (Vice President)	EMR	ERT	11/9/09	600 Ash Ave. PO Drawer 3097 McAllen, Tx 78502 (956) 631-7243 office 984-9101 cell for Mr. Yoder (956) 213-1195 fax Dwightyoder@hotmail.com juansolis@sc2000.net
All Page Attn: Mr. Tom	TR	ERT	11/9/09	PO Box 691730, Houston, TX 77269-1730 1-800-777-7182 office sales@allpage.com
Texas Communications of Austin Attn: Mr. Bergman	TR	ERT	11/9/09	10109 Mc Kalla Pl., Suite C Austin, Texas 78758 512-450-1000 office cbergman@texascom.com kcarroll@texascom.com
Texas 900 Paging Attn: Tony	TR	ERT	11/9/09	2033 Airline Rd # B7 Corpus Christi, TX 78412 361-993-8900 office answeranytimemarketing@msn.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

AI-19324 **19.G.1.**

County Clerk-Amendment to Contract #C-09-448-02-09 - ACS Gov't Records Svc Inc

CC REGULAR

Date:	01/12/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

Recommending approval of an AMENDMENT to Service Contract No. C-09-448-02-09 with ACS Government Records Services Inc. to reflect *correct* contract number as C-08-448-09-02 for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" for Hidalgo County Clerk.

BACKGROUND

Amendment to Contract (as approved by legal counsel)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Funds available as of 01/08/10. Refer to Req. #00167460.

Attachments

Link: Amendmnet-apprvd by legal counsel

Link: current contract document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 11:28 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 11:43 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/08/2010 04:35 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Letty Saenz Started On: 01/07/2010 05:34 PM

Final Approval Date: 01/08/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SERVICE CONTRACT
C-09-448-02-09

This **AMENDMENT** to the **CONTRACT** between **ACS Government Records Services Inc..,** (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the **12th** day of **January, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into a Contract dated **February 9, 2009**, in which the Vendor agreed to provide services for: ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk "*** (the "Contract");

WHEREAS, due to a need to clarify the contract number assigned to the contract, the parties now desire to amend the Contract to denote the correct contract number;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. The contract number stated in the Contract is hereby deleted in it's entirety and the following contract number is assigned to this Contract in lieu thereof:

Contract No. C-08-448-02-09

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

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

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ACS Government Records Services, Inc.

_____
Authorized Signature

Title:_____

Approved as to Form:

_____

Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Thursday, January 07, 2010 3:03 PM
To: 'Leticia Saenz'
Subject: FW: 2-Revised-Amendment-ACS County Clerks-C-09-448-02-09

FYI

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 07, 2010 1:05 PM
To: Ramon
Subject: Re: 2-Revised-Amendment-ACS County Clerks-C-09-448-02-09

The amendment is fine.

----- Original Message -----
From: Ramon
To: scrain@atlashall.com ; 'Salinas Espinosa Mercedes'
Cc: 'Martha Salazar'
Sent: Thursday, January 07, 2010 8:17 AM
Subject: FW: 2-Revised-Amendment-ACS County Clerks-C-09-448-02-09

For Your Review

Thanks

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, January 06, 2010 5:35 PM
To: 'Ramon'; 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: 2-Revised-Amendment-ACS County Clerks-C-09-448-02-09

Mr. Vela,

Please forward the attached Revised/Corrected Amendment to legal counsel review for review and approval.

Please advise.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-448-02-09

THIS CONTRACT is made and entered into this **9th** day of **February, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **ACS/Government Records Services, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk "*** (the "Services"); and

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

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal 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 Clerk's Office** for ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real***

Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a **period of four (4) years**, commencing upon approval of Commissioner's Court and expiring on **February 8, 2013**, and may be extended at the sole discretion of the County for an additional one (1) year term. County also reserves the right to continue this proposal 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 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 employment of Company who operate such 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 vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Clerk Hidalgo County Courthouse 100 North Closner, 1st Floor Edinburg, Texas 78539
If to Company:	ACS/Government Records Services, Inc. Attn: Hubert P. Auburn, Vice President 2800 West Mockingbird Lane Dallas, Texas 75235

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

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

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

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

WITNESS our hands in duplicate originals this 9th day of February **2009.**

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

COUNTY OF HIDALGO

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: ACS/Government Records Services, Inc.

By: _____

Printed Name: Hubert P. Auburn

Title: Vice President

EXHIBIT "A"
SPECIFICATIONS, REQUIREMENTS & SCOPE OF SERVICES

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''

RFP NO: 2008-448-12-10-otm

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''
RFP NO: 2008-448-12-10-otm

Overview:

The objective of this Request for Proposals (RFP) is to obtain proposals for a turnkey fully integrated records management and document image processing system and specific vendor provided production services (hereinafter referred to as the ``System'') for the Office of the County Clerk for Hidalgo County (hereinafter referred to as the ``County'' or the ``Clerk'')

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **''Records, Management and Imaging System''** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 10, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-448-12-10-OTM

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

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

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:	**Physical Address:**
Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:**US Postal Mail Address:** Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, December 03, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 05, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

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

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

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

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

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

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

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

DURATION OF CONTRACT: The initial term of the contract shall be for a ***Four (4) Year period after date of award of contract***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day ``Grace Period'' at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit ``A''*** .

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:

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

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

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

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

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

SCOPE OF SERVICES

The vendor must provide a system and services that consist of all hardware, operating system software, application software, and any items such as networking (i.e. replacing existing cable to meet Level & specifications) and communications needed to implement the requirements of this proposal including delivery, installation, documentation, maintenance, and user training.

If not the existing vendor, they must show previous experience in importing and converting (transition) system software platforms from the existing vendor system to the new vendor system, seamlessly.

The vendor must provide the following services:

1. Creation of microfilm from the digital images of scanned real property documents as an archival media.
2. Guarantee that all indexing of Real Property Records will be posted within 72 hours.

Vendor is also to provide all accessories, labor, and materials including all consumables such as, toner cartridges, microfilm, and printer ribbons necessary for a turnkey system.

The system functionality includes digital image capture (scanning), storage, retrieval, and automated cashiering for the following documents types:

A. Real Property Records (Official Records)
B. Uniform Commercial Code Records/Financing Statements
C. Birth Records
D. Death Records
E. Marriage Records
F. Cattle Brands
G. DD - 214's

For Marriage records, there is a requirement to generate both the marriage license application and the marriage certificates in accordance with State of Texas and Hidalgo County Forms.

It is the responsibility of the awarded vendor to retrieve ``all'' existing images and data from the current vendor at no additional cost to Hidalgo County. Provide a website with customer log in capability. This site will include the capability of monitoring statistical data such as, number of hits to the site/page and number of hits to particular areas such as deeds of trust, DBA's, oil and gas leases, commissioners court minutes, and any other County Clerk records.

The Hidalgo County Clerk currently has online document images from October 1978 through current. Vendor must convert all existing document images within a 90-day period upon award of this contract.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should be quoted on the monthly fee basis.

Vendors must provide evidence of their in-house capability.

Vendor shall safeguard all information and data provided by the County. Proprietary ownership of all data, regardless of what media it is stored on, is retained by Hidalgo County. Any reproduction or duplication must have the written approval of the Hidalgo County Clerk.

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least three references where proposed software is processing public records, including County name, contact name, telephone number, and length of time software has been installed.

I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client -server. The local area network (having one or more segments) must support at least 100BASE-TX (100Mbps) topology.

It is required that all client workstations run the MS-Windows XP, SP3 or newer.

The server must be a multiprocessing unit capable of performing standalone data processing, image processing, and communications concurrently. The server must also include a relational data base management system with a suitable suite of utility functions. The server (or servers) must be capable of processing document image requests from browser based (internet/intranet connected) workstations.

Provide equipment and connectivity (T-1), for the McAllen sub-station to the County Clerks Office infrastructure.

The proposed system must implement industry open standards in hardware and software to protect the County's investment and offer distributed processing capabilities, allowing information to flow transparently between the proposed imaging system and the County's existing systems.

The system will be capable of accommodating multiple third party e-filing entities that could help increase e-filed documents in Hidalgo County. Any and all third parties capable of providing this service to Hidalgo County shall be allowed to e-record documents in Hidalgo County at no additional cost to Hidalgo County, third party, or the filer.

Workstations

All workstations shall be IBM PC compatible and consist as a minimum or the equivalent of Dell Optiplex 755 core 2 duo/2.33GHz, 1GB RAM, 80GB HDD, with 21'' high resolution monitors (1600 x 1280 pixels), in a dual page display mode.

Image Printers

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 17 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed.

Scanners:

Scanners must be capable of scanning up to a minimum of 400 dpi at a sustainable rate of not less than 22 pages per minute and handle documents from 3'' x 5'' to 11'' x 17''. In addition, Software to enhance document clarity will also be required.

Disk Array

The server must have a configurable magnetic disk array subsystem (RAID) operating Server 2003 or better. The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth throughout the contractual period.

Cashiering Workstations

Cashiering Workstations will be compatible with the other PCs and will include a cash drawer, a receipt-printing device capable of printing all required stamps and receipts and validation information.

Configuration

The workflow will require a minimum of the following hardware, software, and peripherals:

1. Some workstations will be required to work in a multi-software environment and requestor must be able to accommodate changes.

2. Workstations: (41) PC's and (3) Laptops with Docking Stations
    a. Computer and Peripheral Breakdown
        i. (4) Bookkeeping, w/printers, cashier and receipt ready
        ii. (5) Recording w/printers and cashier and receipt ready
        iii. (3) Scanning stations w/DVD writer must have Excel
        iv. (6) Vitals w/printers must have Excel
        v. (2) Deed records, w/printers, one Scanner
        vi. (14) Public Workstations
        vii. (3) McAllen Station with printers, one of them cashier and receipt w/scanner
        viii. (3) McAllen Public Stations
        ix. (1) Assumed name search computer at Recording
        x. (3) Admin Laptops with docking stations (Latest Technology and Full Office Suite)
    b. Need administrator accounts for selected personnel for editing of indices or records.

This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least one (1)

off-site substation shall be included. They should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the database expands, or as more Internet or remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk document image records.

Service and Support

Vendor shall provide for full installation support and any training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, software and hardware (cabling), whether the change is required by system upgrade, workload fluctuations, changes in standards or requested by Hidalgo County. The vendor, at no additional cost to Hidalgo County, shall accomplish this effort.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 hours after failure. Maintenance hours are 10 hours a day (7:30 AM through 5:30 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Vendor shall provide a full time, on site technician.

Hidalgo County requires that the support and maintenance depot location for this system be in the State of Texas.

Vendor's system shall include a modem for remote software debug and maintenance in an on-line mode. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable timetable for the conversion at no additional cost to Hidalgo County.

The system must be available during Hidalgo County operational hours; therefore, the vendor is required to have a permanent onsite support person available during maintenance hours.
Quarterly maintenance of computers to include dust removal will be needed.

System Backup and Off-site Data and Image Storage

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases, and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage

facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

Documentation

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

Uptime

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure. Battery backup on all servers & workstations at the Hidalgo County Clerks Office and McAllen substation is required to ensure proper shutdown procedures.

II. SPECIFICATIONS

1. The system must be capable of handling 900 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors, and weights of paper. The system must process documents having strips of paper attached over the top of another sheet along with staples and paper clips. Images must be taken from the original documents.

2. They must perform all of the recording functions while the person filing the document waits for its return. Large groups of filings will be processed separately in a batch.

3. All equipment, software, and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.

4. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by the under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.

5. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or copy only and provide sufficient security to preclude any possibility of altering documents.

6. System must have user interface software allowing the novice operator to accomplish tasks using simple sequence, allowing quick access with a minimum of confusion, delay, or instruction. Workstations should turn-off after 5 minutes of inactivity.

7. The system must provide an audit trail of all activity, which can be produced on a daily basis.

8. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to-index originator to complete the index.

9. The systems and information must be compatible with HTML format to allow future Internet compatibility.

10. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

III. WORKFLOW SPECIFICATIONS

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use ``unknown'' in the document type and allow the operator to update to the correct type.

- Enter how many pages are in each document.

- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type, the system will automatically calculate any taxes due.

- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time-received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.

2. System must assign current recording date-year month (yyyy mm dd) and time-hour, minute and seconds am/ pm (hh:mm:ss) for each document.

3. System will assign a receipt number, a transaction validation number, and a cashier identification number and generate a receipt, which also identifies all document types and moneys collected.

Included on the receipt

- Received From:-Name and Address
- List of fees by document number and type
- Method of payment (include check number or numbers if multiple checks)
- Any change required
- Receipt number
- Validation number (sequential transaction number)
- Cashier identification and station number
- Total fee amount
- Date

4. System will imprint the fist page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

- Date and Time - on first page only
- Fee Amount - on first page only
- Cashiering validation information - on first page only
- Instrument number - on first page only
- File stamp - on last page only

5. The system must allow the ability to change the locations of the stamps as necessary.

6. The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.

7. The system must document all transactions recorded and amount charged.

8. The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged, and name and address tables.

9. The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

10. The system, must issue monthly balance statements.

11. The system must include a cash drawer for each cashiering station. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each station will be uniquely identified. The end of the day reconciliation report should allow a remarks field to enter operator signatures and comments.

12. Voided transactions must be documented by the system.

13. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

14. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

15. Once the transaction has been entered into the system, there can be no deletions or alterations made to that transaction, changes to the cashiering system may be made only by offsetting transactions.

16. The on-line real property database will require the vendor to convert and load the entire database onto the new system. We must have on line correction capability. All of our current inquiry screens capability must be available on the image viewing terminals using the new system. For indexed entries to which there is an image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.

17. All images are to be available to the public for viewing without operator intervention. Image selection for viewing should be accomplished with no keying of data. Copies should be available at a cashier workstation through a printer.

18. System must capture the image via batch scanning onto a hard disk for viewing and any needed re-scanning.

19. System must return images to the screen after an inquiry to the index. First page images response time must be less than five seconds for any requested document. For each following page of the document less than two-second page turn time is required. Print stat time must be less tan twenty seconds from request. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system

20. System to pre-determine the amount of time a workstation monitor stays on line (off after five minutes of inactivity) for cashiering, public retrieval, etc.

21. System must be capable of producing hard copies immediately after imaging. The user must have the capability to print images with or without viewing them. The software must allow images to be printed either page by page or as an entire document.

22. Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated a 90 degree intervals and to reverse the image from white to black and vice versa.

23. Safeguards must be included to prevent the deletion or alteration of any image.

24. The system must provide scanning processing software that will automatically sharpen images. The operator must be able to bypass this feature and manually adjust the image or take two images if necessary.

25. System must be accessible by specific category in order to retrieve data and write to disk i.e.; deeds, foreclosures, assumed names.

26. System should be able to perform document validation, transaction audits and detailed accounting reports by category i.e.; birth certificates long form or card form, death certificates, marriage, etc.

27. System must provide supervisor tools for monitoring employee productivity and accountability.

VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms, and conditions. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions at the end of the contract term for unforeseen delays in award of new bid for next contract term.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, December 10, 2008.**

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

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

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

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III - SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit ''B'' attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.
30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system
and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.
20 points

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.
25 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"
VENDOR'S PROPOSAL
AND BEST AND FINAL OFFER (BAFO)

E. Proposal Pricing Page

Description	Price Per Month
Records Management & Imaging System	$13,500.00
	Price Per Instrument
Computerized Indexing of Land Records	$1.30



Government Records Management Division
2800 W. Mockingbird Lane
Dallas, Texas 75235
(800)782-5652 or (214)902-5000
Fax: (214)358-1622

January 15, 2009

Ms. Olga T. Montero
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Best and Final Offer – RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk's Office – "Records, Management and Imaging Services"

Thank you your memorandum on a Best and Final Offer for the above referenced RFP.

Our "Best and Final Offer" is the same as our RFP Response. We have priced our proposal at our best possible offering to Hidalgo County.

Sincerely,

Lynn Moore
Senior Sales Representative
ACS Government Records Services, Inc.

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Lynn Moore, Senior Sales Representative
ACS Government Records Services, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: January 14, 2009

Re: Best and Final Offer –RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk's Office-"Records, Management and Imaging Services"

Pursuant to "Wednesday's Conference Meeting-January 07, 2009", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Clerk, Hon. Arturo Guajardo, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) The term of contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year extension based on prior's year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Specifications, Requirements and Scope of Services in Exhibit "A".

Your original proposal is at Records, Management & Imaging System $13,500.00 (per month) / Computerized Indexing of Land Records $1.30 (price per Instrument) at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, January 19, 2009 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Submit your Best and Final Offer in a separate sheet and attach this letter with your proposal.

Signed: Lynn Moore **Title:** Senior Sales Representative

Printed Name: Lynn Moore

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY) 12/8/2008

PRODUCER
LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

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
1025979
Affiliated Computer Services, Inc.,
ACS State & Local Solutions, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] UMBRELLA FORM [ ] RETENTION $	NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B A A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	$1M per person; $10M per occ.	

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

Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Records Management & Imaging System - RFP # 2008-448-12-10-OTM. This certificate is only for RFP purposes and has been issued in compliance with ACS' policies and procedures. Proposal due date: 12/10/08. Hidalgo County Purchasing Department is included as Additional Insured on GL and AL where required by written contract. ACS division Government Records Services, Inc. will be providing services for this contract.

CERTIFICATE HOLDER

3981356

Hidalgo County Purchasing Department
Attention: Martha L. Salazar
Administration Building
2802 S. Business Hwy. 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

© ACORD CORPORATION 1988

AI-13873 **21.A.11.**

County Clerk-Award of Service Contract-ACS Government Records Services-C-09-448-02-09

CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Presentation for discussion, consideration and approval of the final negotiated Service Contract (approved as to form by legal counsel) for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" between Hidalgo County (Clerk's Office) and ACS/Government Records Services, Inc.

BACKGROUND

Service Contrat No. C-09-448-02-09-ACS/GRS as (approved by legal counsel)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-341
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #'s 147484 & 147493 $165,000.00 & $209,000.00 as of 2-6-09, respectively for ACS.

Amount available for PO #617214 $15,000.00 as of 2-6-09 for ACS.

Attachments

Link: Award of Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	02/06/2009 07:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/06/2009 08:10 AM	APRV
4	Ivan Cantu		02/06/2009 08:34 AM	PEND

Form Started By: Letty Saenz Started On: 02/05/2009 04:22 PM
Final Approval Date: 02/06/2009