AI-19693 **2.A.**

Intradepartmental Transfer Emergency Services

CC CONSENT

Date: 02/02/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9
ACCT. #: 9-1100-422-10-300-001-0-890
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balance as of 01/28/10

9-1100-422-10-300-001-0-890-->9-1100-422-10-300-001-0-855 (.83)

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	01/28/2010 02:48 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:07 PM	APRV
3	Norma Silva	Norma Silva	01/29/2010 04:08 PM	APRV
4	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Rolando Garcia
Started On: 01/28/2010 02:35 PM

Final Approval Date: 01/29/2010

DATE: February 1, 2010

DEPARTMENT HEAD: Raul Silguero **2009**

DEPARTMENT NAME: Budget & Management for Emergency Services (1100) AI - 19693

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

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	EMERG SRVS-FM-OTHER	855	EMERG SRVS-FM-LATE FEES,PENALTIES&FINANC	0.83
			TOTAL	0.83

REASON: TRANSFER TO COVER NEGATIVE IN LATE FEES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19716 **2.B.**

Intradepartmental transfer - HR Civil Service

CC CONSENT

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	HR Civil Service
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Resources/ Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 01:32 PM	APRV
2	Veronica Ortiz	Angela Garcia	01/29/2010 04:46 PM	APRV
3	Norma Silva	Norma Silva	01/29/2010 05:05 PM	APRV
4	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 12:56 PM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Civil Service

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

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
640	REFERENCE MATERIALS	535	POSTAGE	12.34
			TOTAL	12.34

REASON:
Intradepartmental Transfer to fund year end postage expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19715 **2.C.**

Intradepartmental transfer - District Clerk

CC CONSENT

Date: 02/02/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: District Clerk
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 01:31 PM	APRV
2	Norma Silva	Norma Silva	01/29/2010 04:31 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 11:43 AM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for District Clerk

ACCOUNT NUMBER: 9-1100-412-00-090-001-0-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
743	OFFICE FURNITURE & EQUIPMENT	535	POSTAGE	46.80
			TOTAL	46.80

REASON:
Intradepartmental Transfer to fund year end postage expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19713 **2.D.**

Intradepartmental transfer - District Attorney

CC CONSENT

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	District Attorney
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 01:28 PM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 05:04 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 11:38 AM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Criminal District Attorney

ACCOUNT NUMBER: 9-1100-412-00-080-002-0-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	535	POSTAGE	227.48
			TOTAL	227.48

REASON:
Intradepartmental Transfer to fund year end postage expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19710 **2.E.**

Intradepartmental transfer - County Court At Law #1

CC CONSENT

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	County Court At Law #1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 11:36 AM	APRV
2	Norma Silva	Norma Silva	01/29/2010 04:23 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 11:26 AM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #1

ACCOUNT NUMBER: 9-1100-412-00-021-001-0-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
640	REFERENCE MATERIALS	535	POSTAGE	20.00
			TOTAL	20.00

REASON:
Intradepartmental Transfer to fund year end postage expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19711 **2.F.**

Intradepartmental transfer - County Court At Law #2

CC CONSENT

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	County Court At Law #2
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-022-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 11:37 AM	APRV
2	Veronica Ortiz	Angela Garcia	01/29/2010 04:46 PM	APRV
3	Norma Silva	Norma Silva	01/29/2010 04:58 PM	APRV
4	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 11:30 AM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #2

ACCOUNT NUMBER: 9-1100-412-00-022-001-0-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	535	POSTAGE	27.26
			TOTAL	27.26

REASON:
Intradepartmental Transfer to fund year end postage expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19708 **2.G.**

Intradepartmental transfer - 389th District Court

CC CONSENT

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	389th District Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - 389th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-008-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 11:33 AM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 05:01 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 11:13 AM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 389th District Court

ACCOUNT NUMBER: 9-1100-412-00-008-001-0-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	535	POSTAGE	0.67
			TOTAL	0.67

REASON:
Intradepartmental Transfer to fund year end postage expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19682 **2.H.**

INTRA - BCAP (1312) - Mary Ann Subdivision Pct. No. 1

CC CONSENT

Date:	02/02/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1312-431-00-121-895-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:03 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/29/2010 09:51 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 12:55 PM	APRV

Form Started By: Marcie Jackson

Started On: 01/28/2010 08:59 AM

Final Approval Date: 01/29/2010

DATE: January 27, 2010

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program
Precinct 1 BCAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-121-895-0-899

AI-19682 2/02/10

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	MARY ANN-CONTINGENCY	733	MARY ANN-DRAINAGE DITCHES	5,788.00
			TOTAL	5,788.00

REASON:
Transfer is to fund completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19705 **3.A.**

Intradepartmental Transfer

CC CONSENT

Date:	02/02/2010
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-50-115-059-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-29-2010

Attachments

Link: 2-9-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 09:01 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/29/2010 10:29 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 01:02 PM	APRV

Form Started By: Rosie Luna Started On: 01/29/2010 08:43 AM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 0-1100-419-50-115-059-0-XXX

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

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
532	Cellular Phone	320	Professional	$ 3,100.00
			TOTAL	**$ 3,100.00**

REASON: **Re-certification of trainers.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19673 **3.B.**

transfer

CC CONSENT

Date: 02/02/2010
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Human Resources/ Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-29-2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:01 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/29/2010 09:50 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 01:01 PM	APRV

Form Started By: Nereida Garza Started On: 01/27/2010 05:03 PM

Final Approval Date: 01/29/2010

DATE: 01-27-10

DEPARTMENT HEAD: Esther A. Cortez

DEPARATMENT NAME: *Civil Service*

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

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
432	R & M Services	336	Computer Services	$ 1,800.00

TOTAL $ 1,800.00

REASON; Support Fees

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-19672 **3.C.**

transfer

CC CONSENT

Date: 02/02/2010
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 0-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-29-2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:01 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/29/2010 09:49 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 01:00 PM	APRV

Form Started By: Nereida Garza Started On: 01/27/2010 05:00 PM

Final Approval Date: 01/29/2010

DATE: 01-27-10
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: ***HUMAN RESOURCES***
ACCOUNT NUMBER: 0-1100-415-50-190-002-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
432	R&M services	336	Computer Services	$ 1,800.00

REASON: support fee

TOTAL $1,800.00

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-19665 **3.D.**

LIT

CC CONSENT

Date:	02/02/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Belinda Alvarez, EM
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Office of Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-00-300-023-0-XXX

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

BUDGETARY IMPACT:

336-->679 - $220.00; Funding available as of 2/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:24 AM	APRV
2	Norma Silva	Norma Silva	01/29/2010 03:31 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Gloria Rodriguez Started On: 01/27/2010 04:08 PM

Final Approval Date: 01/29/2010

DATE: February 2, 2010

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

DEPARTMENT NAME: County Judge's Office of Emergency Management

ACCOUNT NUMBER: 0-1100-429-00-300-023-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
336	Computer Services	679	Rep & Maintenance Supplies	220.00
			TOTAL	220.00

REASON: Opening of object code and transfer is needed to pay for items ordered in 2009 that did not arrive until January 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19664 **3.E.**

LIT

CC CONSENT

Date:	02/02/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Gloria Rodriguez
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Judge's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

601-->664 $ 320.00; funds available as of 01/29/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:24 AM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 04:40 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Gloria Rodriguez Started On: 01/27/2010 03:57 PM

Final Approval Date: 01/29/2010

DATE: January 27, 2010

DEPARTMENT HEAD: Judge Rene A. Ramirez

DEPARTMENT NAME: County Judge's Office

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

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	664	Other Minor Equipment	320.00
			TOTAL	320.00

REASON: Transfer is needed to order a Project Board much needed by the Office of the County Judge.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19647 **3.F.**

LIT

CC CONSENT

Date:	02/02/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Yolanda Orozco, Fire Marshal's Office
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

583-->346 - $ 726.25; Funding available as of 1/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:15 AM	APRV
2	Norma Silva	Norma Silva	01/29/2010 09:27 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 12:57 PM	APRV

Form Started By: Gloria Rodriguez Started On: 01/27/2010 02:12 PM

Final Approval Date: 01/29/2010

DATE: February 2, 2010

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

DEPARTMENT NAME: Fire Marshal's Office

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

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
0-1100-422-10-300-001-0-583	Out of County Travel		0-1100-422-10-300-001-0-346	Hauling & Freight	$726.25
		->			
		->			
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		->			
					$726.25

REASON: To pay towing charges for County Vehicle involved in an on-the-job accident.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19663 **3.G.**

19663 1-27-10 lit from 432 to 664 $700

CC CONSENT

Date:	02/02/2010
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

432-->664 - $ 700.00; Funding available as of 1/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:22 AM	APRV
2	Norma Silva	Norma Silva	01/29/2010 03:04 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Mary Garcia Started On: 01/27/2010 03:53 PM

Final Approval Date: 01/29/2010

DATE: January 27, 2010

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 0-1100-415-15-140-001-0xxx

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip & Veh R&M Serv	664	Other Minor Equipment	700.00
			TOTAL	700.00

REASON: **To purchase necessary items to operate county office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19641 **3.H.**

2010 Intradepartmental Transfer

CC CONSENT

Date:	02/02/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Renan Ramirez
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - IT Countywide (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/27/10 $353,905.00.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 10:40 AM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 02:54 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Erika Zamora Started On: 01/27/2010 10:36 AM

Final Approval Date: 01/29/2010

DATE: January 27, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for IT Countywide

ACCOUNT NUMBER: 0-1100-415-00-200-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	IT COUNTYWIDE - COMPUTER EQUIPMENT	665	IT COUNTYWIDE - MINOR COMPUTER EQUIPMENT	50,000.00
			TOTAL	**50,000.00**

REASON:
Transfer to fund battery back ups and minor equipment.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19653 **3.I.**

Line Item Transfer

CC CONSENT

Date:	02/02/2010
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

745-->665 $ 50,000.00; funds available as of 01/29/2010

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:17 AM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 04:23 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Edna Kirby Started On: 01/27/2010 02:51 PM

Final Approval Date: 01/29/2010

DATE: February 2, 2010

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	IT COUNTYWIDE - COMPUTER EQUIPMENT	665	IT COUNTYWIDE - MINOR COMPUTER EQUIPMENT	$50,000.00
			TOTAL	$50,000.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-19618 **3.J.**

Line Item Transfer

CC CONSENT

Date:	02/02/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	CCL #2, Judge Palacios
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-022-001-0-XXX

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

BUDGETARY IMPACT:

890-->619 $ 250.00; funds available as of 01/26/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 08:14 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/29/2010 09:48 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 12:56 PM	APRV

Form Started By: Anna Galvan Started On: 01/25/2010 04:14 PM

Final Approval Date: 01/29/2010

AI-19618

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: Jan. 25, 2010

DEPARTME Judge Jaime Palacios

DEPARTMENT NAME: CCL#2

ACCOUNT NUMBER: 0-1100-412-00-022-001-0-xxx

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	619	Other Misc. Supplies	$250.00
			TOTAL	250.00

REASON: Needed for Jury Room * Need to Create New Object Code #619

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

1/25/10
DATE

ATTEST COUNTY CLERK

RECEIVED BY

AI-19616 **3.K.**

transfer of funds for travel

CC CONSENT

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Frank - CC6
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-026-001-0-XXX

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

BUDGETARY IMPACT:

550-->583 - $ 2,000.00; Funding available as of 1/27/10.
890-->584 - $ 2,000.00; Funding available as of 1/27/10.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/26/2010 10:32 AM	APRV
2	Norma Silva	Norma Silva	01/27/2010 04:16 PM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:49 AM	APRV

Form Started By: Monica Badillo Started On: 01/25/2010 03:23 PM

Final Approval Date: 01/29/2010

DATE: **January 25, 2010**

DEPARTMENT HEAD: **Judge Albert Garcia**

DEPARTMENT NAME: **County Court 6**

ACCOUNT NUMBER: **0-1100-412-00-026-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
550	Printing & Binding	**583**	Out of County Travel	**2,000.00**
890	Other	**584**	Registration Fees	**2,000.00**
			TOTAL	**4,000.00**

REASON: **To properly fund object codes for upcoming travel for staff and judge.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19608 **3.L.**

Line Item Transfer

CC CONSENT

Date:	02/02/2010
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	NOE GONZALEZ, JUDGE PRESIDING
Department:	370TH DISTRICT COURT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

890-->432 $ 1,009.00; funds available as of 01/29/2010
890-->584 $ 500.00; funds available as of 01/29/2010
890-->583 $ 500.00; funds available as of 01/29/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/26/2010 10:30 AM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 02:48 PM	APRV
3	Auditor's Office	Angela Garcia	01/29/2010 05:27 PM	APRV

Form Started By: Esther Contreras Started On: 01/25/2010 10:53 AM

Final Approval Date: 01/29/2010

DATE: January 25, 2010

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

ACCOUNT NUMBER: 0-1100-412-00-007-001-0-

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.07, Sub section C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	432	Equipment & Vehicle R&M Service	1,009.00
890	OTHER	584	Registration Fees	500.00
890	OTHER	583	Travel Out of County	500.00
			TOTAL:	$2,009.00

REASON: Transfer of funds to cover current and future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNT CLERK

AI-19667 **3.M.**

Line_Item_Transfer

CC CONSENT

Date:	02/02/2010
Submitted By:	Robert Leal, J.P. 4, 2
Submitted For:	Robert Leal
Department:	J.P. 4, 2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - JP 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-068-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-29-2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:00 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/29/2010 10:33 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 01:03 PM	APRV

Form Started By: Robert Leal Started On: 01/27/2010 04:29 PM

Final Approval Date: 01/29/2010

DATE: February 1, 2010

DEPARTMENT HEAD: Mary Alice Palacios

DEPARTMENT NAME: Justice of the Peace Mary Alice Palacios

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
584	Registration Fees	831	Court Cost and Investigations	$600.00
810	Dues and Memberships	831	Court Cost and Investigations	500.00
			TOTAL	1,100.00

REASON: To Pay Spanish English Intrepretur for Services in Court Hearings

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19689 **3.N.**

2010 - Pct # 1 Sanitation (1100)

CC CONSENT

Date: 02/02/2010
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

432-->540 $ 500.00; funds available as of 14,000.00

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 01:53 PM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 04:59 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Robert Elizondo Started On: 01/28/2010 01:10 PM

Final Approval Date: 01/29/2010

DATE: January 27, 2010 **MEETING REQUEST DATE:** February 2, 2010

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 Sanitation

ACCOUNT NUMBER: 0-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
0-	1100-	432-	00-	121-	001-	0-	432	Equip & Vehicle R&M Srvs		0-	1100-	432-	00-	121-	001-	0-	540	Advertising	$ 500.00
																		$ 500.00	

REASON: Transfer needed to pay for outstanding advertisement invoice.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-19649 **3.O.**

Budget Line-Item Transfer for Administration Disposal Service
CC CONSENT

Date:	02/02/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Administration (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $7,900.00 as of 01/27/2010

671-->421 in the amount of $900.00
671-->442 in the amount of $2,500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:16 AM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 03:56 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Yolanda Cisneros Started On: 01/27/2010 02:30 PM

Final Approval Date: 01/29/2010

DATE: January 27, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

CORRECTED LIT FOR AI-19649

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT NUMBER: 0-1202-431-00-122-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
671	BLDG & OTHER STRUCTURE R&M SUPPLY	421	DISPOSAL	$900.00
671	BLDG & OTHER STRUCTURE R&M SUPPLY	442	EQUIPMENT & VEHICLE RENTAL	$2,500.00
			TOTAL	$3,400.00

REASON:
Transfer needed to cover expected expenditures with the new year.

DEPARTMENT HEAD SIGNATURE

1/27/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19650 **3.P.**

Budget Line-Item Transfer for Security Services Repairs

CC CONSENT

Date:	02/02/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Parks (1212)

BACKGROUND

Requisition #169418

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1212-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $219,213.83 as of 01/27/2010
From 739------>431 in the amount of $4,000.00

Attachments

Link: Quote for Simplex Grinnell

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:17 AM	APRV
2	Norma Silva	Norma Silva	01/29/2010 11:04 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 12:59 PM	APRV

Form Started By: Yolanda Cisneros Started On: 01/27/2010 02:35 PM

Final Approval Date: 01/29/2010

SimplexGrinnell
BE SAFE.

1200 E Hackberry
Suite A
Mcallen, TX 78501
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Hidalgo County Building & Grou
P O Box 1356
Edinburg, TX 78539

Project: DAMAGE - REPAIR WIRE/CONDUIT
Customer Reference:
SimplexGrinnell Reference: 493407262
Date: 01/04/2010

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	DAMAGE - REPAIR	
	DAMAGE - REPAIR	
1	DPSEC	DP SECURITY - EQUIPMENT
	DPSUB	SUBCONTRACTING LABOR
	RE-RUN PVC CONDUIT, CONNECTORS	
	RE-RUN DATA WIRE FOR CCTV	
	DAMAGED BY PARK WORKERS	
	TXMAS-4-04870 STATE CONTRACT #	
	District Services - DAMAGE - REPAIR	
	PM LAB	PROJECT/CONSTRUCTION MGMT

Total net selling price, FOB shipping point, $2,983.52

INVOICE RECEIVED BY: _____ ON 1/19/2010
GOODS/SERVICES RECEIVED BY:
_____ ON _____

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SALE AND INSTALLATION AGREEMENT
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.
Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

FAX: 956-686-9045

Offered By:	Accepted By: (Customer)
SimplexGrinnell LP License#:	
1200 E Hackberry Suite A Mcallen, TX 78501	
Telephone: ~~(361) 289-6174~~ 956-618-5284	Company:
Representative: HARI MACDONALD	Address:
	Signature:
	Title:
	P.O.#: Date:

DATE: January 27, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

CORRECTED LIT FOR AI-19650

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Parks & Recreations Department

ACCOUNT NUMBER: 0-1212-452-00-122-008-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
739	OTHER STRUCTURES	431	BLDG & OTHER STRUCTURE R&M SERVICE	$4,000.00
739	OTHER STRUCTURES	421	DISPOSAL	$1,000.00
			TOTAL	$5,000.00

REASON:
Transfer needed to cover expected expenditures for the new year.

DEPARTMENT HEAD SIGNATURE

1/27/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19718 **3.Q.**

CAP LIT (1200)

CC CONSENT

Date:	02/02/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 CAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0

ACCT. #: 0-1200-431-00-115-042-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 03:26 PM	APRV
2	Ana Galvan	Anna Galvan	01/29/2010 05:16 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Marcie Jackson

Started On: 01/29/2010 02:42 PM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Colonia Access Program for CAP- (1200)

ACCOUNT NUMBER: 0-1200-431-00-115-042-0-XXX

AI-19718 02/09/10

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	COMPUTER EQUIPMENT	661	MINOR OFFICE FURNITURE & EQUIPT.	$150.00
			TOTAL	150.00

REASON:
Transfer needed to fund future expenditures for office equipment.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19725 **3.R.**

Pct #3 Transfer

CC CONSENT

Date: 02/02/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

671-->431 - $ 827.00; Funding available as of 1/29/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 04:11 PM	APRV
2	Norma Silva	Norma Silva	01/29/2010 04:47 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Norma Ceballos Started On: 01/29/2010 04:00 PM

Final Approval Date: 01/29/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: February 9, 2010

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 0-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
671	R&M Supplies Bldg & Other Structure	431	Sanitation- R&M Srv. Bldg&Other	$ 827.00
			TOTAL	$ 827.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19637 **3.S.**

Pct #3 Transfer

CC CONSENT

Date: 02/02/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

421 - -> 719 = $3,500.00

Available balance as of 1/29/10.

Attachments

Link: Revised LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 10:40 AM	APRV
2	JC Carreon	Angela Garcia	01/29/2010 03:38 PM	APRV
3	Perla Lopez	Perla Lopez	01/29/2010 03:46 PM	APRV
4	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Norma Ceballos
Started On: 01/27/2010 09:35 AM

Final Approval Date: 01/29/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: February 2, 2010

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 0-1100-432-00-123-001-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Pct #3 Sanitation - Disposal	719	Pct #3 Sanitation- Land	$ 3,500.00
			TOTAL	$ 3,500.00

REASON: To cover expected expenses. Appraisal & Title Report for Lot 6, Salida Del Sol Estates (Mile 7 N) Possible site for Waste Collection Sub-Station

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19685 **4.A.**

Interdepartmental Transfer - Pct 4 Drainage Improvement Project (1339)
CC CONSENT

Date: 02/02/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

Pct. #4 C.O. 2009 Series(1339):
Approval of 2009 Interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from Fike Pond (Program 039) to Dickerson Pond (Program 048) in the amount of $ 169,784.30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-039-0-719
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available as of 1-26-10.
9-1339-431-00-124-039-0-719-->9-1339-431-00-124-048-0-733 $169,784.30

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 11:21 AM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2010 02:55 PM	APRV
3	Auditor's Office	Angela Garcia	01/29/2010 10:23 AM	APRV
4	Manuel Chapa (Originator)	Manuel Chapa	01/29/2010 10:45 AM	APRV

Form Started By: Manuel Chapa Started On: 01/28/2010 11:08 AM

Final Approval Date: 01/29/2010

DATE: January 25, 2010

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project (1339)

AI# 19685

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-124-039-0-719	C.O. 2009- Pct # 4 - Fike Pond - Land	(169,784.30)
9-1339-431-00-124-048-0-733	CO2009 - Pct4 Dickerson Pond - Drainage Ditches	169,784.30
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to fund a PO increase/reclassification (PO#618942 Amendment toWA#2) .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19727 **4.B.**

Interdepartmental transfer from Co Wide Adm. to Juvenile Detention
CC CONSENT

Date:	02/02/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Juvenile Detention (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Juvenile Detention (1100) in the amount of $6,705.15 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-XX-XXX-00X-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 01/29/10

Attachments

Link: Juv. Det. interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 04:11 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/29/2010 04:44 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Erika Zamora Started On: 01/29/2010 04:06 PM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Juv Det Hm

ACCOUNT NUMBER: 9-1100-4XX-XX-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(6,705.15)
TO			
9-1100-423-32-330-001-0- 590	JUV DET HM	ROOM & BOARD	6,705.15
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund end of year negative.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19621 **5.A.**

CO 2006 Admin. Bldg. Parking Lot

CC CONSENT

Date:	02/02/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	CO 2006 Admin. Bldg. Parking Lot
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

C.O., 2006 Administration Building (1336):
Approval of 2010 interdepartmental transfer within the Certificate of Obligation Series 2006 from Courthouse Additional Parking (program 028) to Administration Building (program 025) in the amount of $164,812.55 to fund engineering services for the parking lot project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1336-419-40-220-02X-0-XXX

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

BUDGETARY IMPACT:

From 028-0-346 and 028-0-739 in the amounts of $41,600.00 and $123,212.55 (respectively) to 025-0-739. Funding available for transfer as of 1/26/2010.

Attachments

Link: 2010 Interdpt Transfer (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/26/2010 10:33 AM	APRV
2	Olga Garza	Olga Garza	01/26/2010 11:35 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:54 AM	APRV

Form Started By: Dale Kennan Started On: 01/26/2010 09:26 AM

Final Approval Date: 01/29/2010

DATE: January 26, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for for C.O. 2006 - ADM. Building (1336)

ACCOUNT NUMBER: 0-1336-419-40-220-02X-0-XXX

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1336-419-40-220-028-0-346	CO,2006-CRTHSE ADDL PRK-HAULING & FREIGT	(41,600.00)
0-1336-419-40-220-028-0-739	CO,2006-CRTHSE ADDL PRK-OTHER STRUCTURES	(123,212.55)
0-1336-419-40-220-025-0-739	CO,2006-ADM BLDG-OTHER STRUCTURES	$164,812.55
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO,2006-CRTHSE ADDL PRK-HAULING & FREIGT and CO,2006-CRTHSE ADDL PRK-OTHER STRUCTURES to CO,2006-ADM BLDG-OTHER STRUCTURES to fund parking lot project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19698 **5.B.**

2010 Interdepartmental transfer from Insurance to Co. Wide Adm.

CC CONSENT

Date:	02/02/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2010 interdepartmental transfer from Insurance to Co. Wide Adm. in the amount of $84,400.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 1/28/10.

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 04:08 PM	APRV
2	Erika Zamora	Erika Zamora	01/29/2010 01:36 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/29/2010 03:26 PM	APRV
4	Auditor's Office	Angela Garcia	01/29/2010 04:19 PM	APRV
5	Erika Zamora	Erika Zamora	01/29/2010 04:21 PM	APRV

Form Started By: Erika Zamora Started On: 01/28/2010 04:01 PM

Final Approval Date: 01/29/2010

DATE: January 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm.

ACCOUNT NUMBER: 0-1100-41X-00-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-419-00-115-025-0- 524	INSURANCE	GENERAL INSURANCE	(84,400.00)
TO			
0-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	84,400.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund reclassification for Facilities Management.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19680 **5.C.**

Interdepartmental Transfer - Pct. #4 R&B (1204)

CC CONSENT

Date: 02/02/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 R&B (1204):
Approval of 2010 interdepartmental transfer within Pct. #4 R&B (1204) from Precinct #4 R&B (program 007) to Lakeview Subdivision (program 401) in the amount of $45,336.47.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available as of 1-29-10
0-1204-431-00-124-007-0-731-->0-1204-431-00-124-401-0-711 28,000
0-1204-431-00-124-007-0-731-->0-1204-431-00-124-401-0-731 17,336.47

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:03 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/29/2010 10:50 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 01:05 PM	APRV

Form Started By: Jr. Munoz Started On: 01/28/2010 08:44 AM

Final Approval Date: 01/29/2010

DATE: February 1, 2010

2010
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road & Bridge

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

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
0-1204-431-00-124-007-0-731	**Pct 4 P/U Rd - Roads**	**($45,336.47)**
To:		
0-1204-431-00-124-401-0-711	**Pct 4 Lakeview Subdivision - Row**	**$28,000.00**
0-1204-431-00-124-401-0-731	**Pct 4 Lakeview Subdivision - Roads**	**$17,336.47**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover project expenditures for Lakeview Subdivision under contract with J.E. Saenz & Associates Contract #: C-09-171-05-19

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19729 **5.D.**

Interdepartmental transfer from Co. Wide Adm. to Co Comm

CC CONSENT

Date:	02/02/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Co. Comm. (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to Co. Comm in the amount of $28,400.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding pending AI# 19698 CC 02/02/10.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 04:25 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/29/2010 04:56 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Erika Zamora Started On: 01/29/2010 04:22 PM

Final Approval Date: 01/29/2010

DATE: January 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co Comm

ACCOUNT NUMBER: 0-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(28,400.00)
TO			
0-1100-413-30-115-017-0- 320	CO COMM	PROFESSIONAL SERVICES	28,400.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund contract that was underbudgeted for.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19609 **6.A.**

2010 Interfund transfer from Pct. 1 R & B (1201) to Pct. 1 TXDOT US 83 Illumination (1315)

CC CONSENT

Date:	02/02/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #1 TXDOT (1315):
Approval of 2010 interfund transfer from Pct. 1 P/U Rd (fund 1201, program #005) to TXDOT-US 83 Illumination (fund 1315, program #031) in the amount of $5,000.00 to fund lighting services for expressway 83 in the Pct. 1 area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1XXX-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

0-1201-431-00-121-005-0-890 --> 0-1315-431-00-121-031-0-841 $5,000.00, to fund lighting services for expressway 83 in Pct. 1 area.

Funds available as of 1-25-10.

Attachments

Link: TXDOT US 83 Illumination interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/25/2010 11:03 AM	APRV
2	Budget & Management	Erika Zamora	01/26/2010 10:31 AM	APRV
3	Roland Garcia	Rolando Garcia	01/28/2010 04:40 PM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 08:22 AM	APRV

Form Started By: Ivan Cantu Started On: 01/25/2010 10:55 AM

Final Approval Date: 01/29/2010

DATE: January 25, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 TXDOT

ACCOUNT NUMBER: **0-1XXX-X91-01-000-X0X-0-XXX**

2010
Interfund Transfer

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1201-431-00-121-005-0-	890	Pct. 1 P/U Rd.-	Other	(5,000.00)
0-1201-491-01-000-315-0-	**891**	**Transfers Out-**	**TXDOT Projects**	**5,000.00**
0-1315-391-01-000-201-0-	**000**	**Transfers In-**	**R & B Pct. 1**	**5,000.00**
0-1315-431-00-121-031-0-	841	TXDOT-US 83 Illumination-	Aid to Govt Agency	5,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**5,000.00**

REASON: Interfund Transfer from Pct. 1 R & B (1201) to TXDOT-US 83 Illumination (1315) to fund expressway 83 lighting services in Pct. 1 area.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19684 **6.B.**

Precinct#2 Interfund Transfer (1100)

CC CONSENT

Date:	02/02/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Pct. #2 CRC- S. Tower (1100):
Approval of 2010 interfund transfer from Pct No.2 Parks (1212) to Pct No.2 CRC-S. Tower (1100) in the amount of $15,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:
available balance is $219,213.83 as of 01/28/10.

0-1212-452-00-122-008-0-739-->0-1100-466-00-122-082-0-622 ($15,000.00)

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	01/28/2010 02:48 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 08:30 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 08:40 AM	APRV

Form Started By: Rolando Garcia Started On: 01/28/2010 10:37 AM

Final Approval Date: 01/29/2010

DATE: January 28, 2010

DEPARTMENT HEAD: Raul Silguero

2010

DEPARTMENT NAME: Department of Budget & Management for:
Precinct No.2 CRC (S. Tower) (1100)

AI-19684

ACCOUNT NUMBER: 0-1100-466-00-122-082-0-622

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5761

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1212-452-00-122-008-0-739	PCT2 PARKS-OTHER STRUCTURES	(15,000.00)
0-1212-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	(15,000.00)
TO		
0-1100-491-01-000-212-0-891	TRANSFERS OUT-PARKS PCT.2	(15,000.00)
0-1100-466-00-122-082-0-622	PCT2 CRC (S.TOWER)-ELECTRICITY	15,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**15,000.00**

REASON: **Transfer to create account for the CRC (S. Tower) multipurpose center for electricity payments that pertains to this site.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19714 **6.C.**

2009 Interfund transfer from Road Adm (1200) to Pct. 3 Drain Imprv Prj (1203)
CC CONSENT

Date:	02/02/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. 3 Drain Imprv Prj (1203):
Approval of 2009 interfund transfer from Road Administration (1200) to Pct. 3 Drainage Improvement Project (1203) in the amount of $73,000.00 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-12XX-XX1-0X-XXX-0-XXX

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

BUDGETARY IMPACT:

9-1200-431-00-115-041-0-899 --> 9-1203-431-00-123-049-0-113 $73,000.00, to fund year end expenditures.

Funds available as of 01/29/2010.

Attachments

Link: Pct. 3 Drain Impr. Project interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 01:31 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/29/2010 02:17 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Erika Zamora Started On: 01/29/2010 11:40 AM

Final Approval Date: 01/29/2010

DATE: January 26, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 Drain Imprv Prj

ACCOUNT NUMBER: **9-12XX-XX1-0X-XXX-0-XXX**

2009
Interfund Transfer

CONTACT PERSON: Erika Zamora **PHONE:** 292-7025 ext. 5416

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
9-1200-431-00-115-041-0-	899	Road Adm	Contingency	(73,000.00)
9-1200-491-01-000-203-0-	**891**	**Transfers out**	**R&B Pct. 3**	**73,000.00**
TO:				
9-1203-391-01-000-200-0-	**000**	**Transfers In**	**R&B Co. Wide**	**73,000.00**
9-1203-431-00-123-049-0-	113	Pct. 3 Drain Imprv Prj	Reg F/T Employees	73,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**73,000.00**

REASON: Interfund transfer from Road Adm- Contingency to Pct. 3 Drainage Imprv Proj to fund end of year negatives.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19633 **6.D.**

Precinct #3 Interfund Transfer (1203)

CC CONSENT

Date:	02/02/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Pct. #3 R&B (1203):
Approval of 2010 interfund transfer from TxDot Project (1315) to Precinct #3 Road & Bridge (1203) in the amount of $31,671.88.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-50-123-032-0-711

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

BUDGETARY IMPACT:

Available balance as of 1/26/10 is $134,180.28; pending 2010 carryover.

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	01/28/2010 11:41 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 11:43 AM	APRV
3	Roland Garcia	Rolando Garcia	01/29/2010 08:33 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 10:54 AM	APRV

Form Started By: Perla Lopez Started On: 01/26/2010 04:49 PM

Final Approval Date: 01/29/2010

DATE: February 2, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3

2010
Transfer

ACCOUNT NUMBER: **0-1315-431-50-123-032-0-711**
0-1203-431-00-123-005-0-673

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1315-431-50-123-032-0- 711	**TxDot - FM 1924 Ph1 Outfall Channel - ROW**	**(31,671.88)**
0-1315-391-01-000-203-0- 000	**Transfers In - Pct. #3 R&B**	**(31,671.88)**
TO		
0-1203-491-01-000-315-0- 891	**Transfers Out - TxDot Project**	**(31,671.88)**
0-1203-431-00-123-005-0- 673	**Pct. 3 P/U Rd - R&B R&M Supplies**	**31,671.88**
	TOTAL BUDGET INCREASE (DECREASE)	**31,671.88**

REASON: **Transfer remaining funds to original funding source due to project completion.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19632 **6.E.**

Precinct #3 Interfund Transfer (1339)

CC CONSENT

Date:	02/02/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Pct. #3 C.O. 2009 (1339):
Approval of 2010 interfund transfer from TxDot Project (1315) to Precinct #3 Certificate of Obligations Series 2009 (1339) in the amount of $102,508.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-50-123-032-0-711

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

BUDGETARY IMPACT:

Available funds as of 1/26/10 is $134,180.28; pending 2009 carryover.

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	01/28/2010 11:41 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 11:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 10:52 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:08 PM	APRV

Form Started By: Perla Lopez Started On: 01/26/2010 04:33 PM

Final Approval Date: 01/29/2010

DATE: February 2, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3

2010
Transfer

ACCOUNT NUMBER: **0-1315-431-50-123-032-0-711**
0-1339-431-00-123-049-0-890

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1315-431-50-123-032-0- 711	**TxDot - FM 1924 Ph1 Outfall Channel - ROW**	**(102,508.40)**
0-1315-391-01-000-339-0- 000	**Transfers In - C.O. 2009**	**(102,508.40)**
TO		
0-1339-491-01-000-315-0- 891	**Transfers Out - TxDot Project**	**(102,508.40)**
0-1339-431-00-123-049-0- 890	**C.O. 2009 - Pct 3 Drain Impr - Other**	**102,508.40**
	TOTAL BUDGET INCREASE (DECREASE)	**102,508.40**

REASON: **Transfer remaining funds to original funding source due to project completion.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19634 **7.B.**

Planning Department

CC CONSENT

Date:	02/02/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit:
1. Berny Estates Unit 2 Subdivision – Pct. 4 (Edward J. Vela)

BACKGROUND

Fiscal Impact

Attachments

Link: Berny Estates Unit 2; reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 08:18 AM	APRV
2	Olga Garza	Olga Garza	01/28/2010 01:54 PM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:26 AM	APRV

Form Started By: Nora Cavazos — Started On: 01/26/2010 04:50 PM

Final Approval Date: 01/29/2010

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JANUARY 26, 2010

RE: BERNY ESTATES UNIT 2 SUBDIVISION – PCT. 4

ON OCTOBER 7, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SEVEN (7) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWO SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 7,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 5,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055402

10-7-04, 2004

RECEIVED OF: Helen B. Bentsen $ 7,000.00

Seven thousand and 00/100 DOLLARS

SUBDIVISION: Berry Estates Ph 2 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

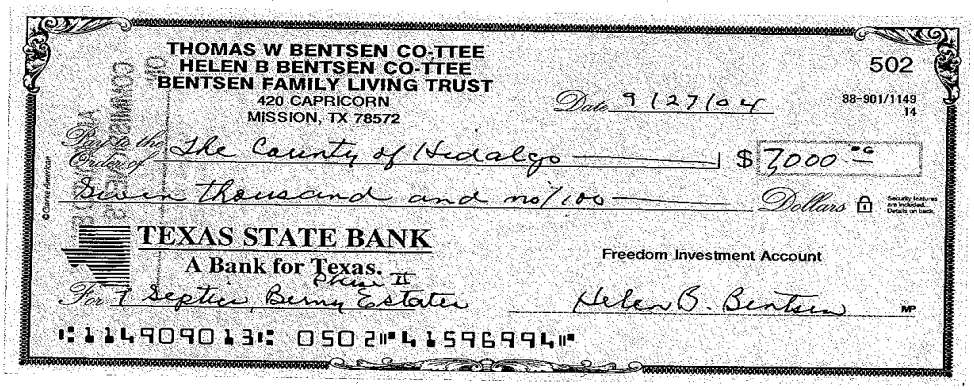
ESCROWS	
1/3 Paving	Acct#
Septic Tanks	04-1100-211-00-000-018-0-000
7 Septics	7,000.00
Other	
Total	7,000.00

M.O. ☐ ☐

CHECK ☒ 502 CASH ☐

PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Ave. • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

January 26, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: BERNY ESTATES # 2

Dear Mr. Sesin:

According to our records **TWO** of the septic tank systems for **BERNY ESTATES # 2** a lot **7** subdivision, located on **CANTON AND TOWER ROAD** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

AI-19607 **8.A.**

Pipeline Permit

CC CONSENT

Date:	02/02/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. The North Alamo Water Supply Corporation:
a. Approximately 500' east of Tower Rd on the south side of Iowa Rd- Bore- Mayra Barrera; 3/4" serv conn

2. T.J. Farms:
a. The proposed 8 inch pvc irrigation line will be installed with a 12 inch pvc casing across 13th Street (A 40.0 foot County Road) at the following distances east of Brushline Road: 314.00 feet and 2,776.0 feet. Crossing will be done by open cut and backfill as per attached detail. 13th Street is a dirt road.

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC TJ Farms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 08:13 AM	APRV
2	Olga Garza	Olga Garza	01/27/2010 04:40 PM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:24 AM	APRV

Form Started By: Sandra Garcia Started On: 01/25/2010 09:30 AM

Final Approval Date: 01/29/2010

REVISED JANUARY 2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 2nd day of February, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 500' east of Tower Rd on the south side of Iowa Rd- Bore- Mayra Barrera; ¾" serv connection

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 2nd day of February, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

T.J. Farms hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 8 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 2. The proposed 8 inch pvc irrigation line will be installed with a 12 inch pvc casing across 13th Street (A 40.0 foot County Road) at the following distances east of Brushline Road: 314.00 feet and 2,776.0 feet. Crossing will be done by open cut and backfill as per attached detail. 13th Street is a dirt road.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-19627 **9.A.**

457 plan w/d - Employee #120642 & 061808

CC CONSENT

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #120642, #061808, and #047066.

BACKGROUND

Fiscal Impact

Attachments

Link: form

Link: form

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 08:15 AM	APRV
2	Auditor's Office	Linda Fong	01/29/2010 08:25 AM	APRV

Form Started By: Monica Badillo Started On: 01/26/2010 01:22 PM

Final Approval Date: 01/29/2010

Employee Id No:120642

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant [redacted]

Address [redacted] 78577

Social Secu [redacted] ne No. [redacted]

SECTION I

I understand th[redacted] hardship only to the extent that the amount of the withdrawal [redacted] l need. I represent that I have obtained all distributions, o[redacted] other non-taxable loans currently available to me under the P[redacted] ny. I understand that this withdrawal will be taxable as ordi[redacted] In addition, a **10% penalty tax will apply** unless I am a[redacted] drawn to pay certain deductible medical expenses as pr[redacted]

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
(✓) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 6,300.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 1/26/10

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Employee # 061808

Participant Nan [redacted]

Address [redacted] burg, TX 78539

Social Security [redacted] Daytime Phone No. [redacted]

SECTION I -

I understand tha [redacted] d to be due to financial hardship c [redacted] f the withdrawal [redacted] ate and heavy financial need. I [redacted] l distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59 – ½ years of age or I use the funds withdrawn to pay certain deductable medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at lease 6 months upon this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(X) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of postsecondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair or casualty damage to my primary residence that would be deductable under IRC Section 165.

Hardship Requested $ 1,700.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? No If so, what was the amount taken $ _____

I hear request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Mabel Meave. Date 1/28/2010

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with out Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of you plan documents and policies
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer # 047066

Participant N 2

Address 2 ISSION, TEXAS

Social Secu **Daytime Phone Nc** 623

SECTION I

I understand t be due to financial hardsl
the withdraws and heavy financial nee
distributions, (al hardship, and all other
me under the lined by the Company. I
taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residance that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Robert Lott Date 01/28/10

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-19619 **10.A.**

State Bar Membership

CC CONSENT

Date: 02/02/2010

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court (1100):
Approval to pay 2010 membership dues to the State Bar College in the amount of $60.00 for the 398th District Court Judge Aida Salinas Flores, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-412-00-009-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 01/27/10.

Attachments

Link: STATE BAR MEMBRSP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/26/2010 10:35 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/28/2010 11:02 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:50 AM	APRV

Form Started By: Esther Cantu

Started On: 01/25/2010 04:46 PM

Final Approval Date: 01/29/2010

Maintaining Member Return Page

10/19/2009

Bar Card #: 07162200

State Bar College Certification
Complete and Return with $60.00 By 12/31/2009

If you wish to receive a new membership certificate, please TYPE or PRINT your name exactly as it should appear on the certificate:

_____

Otherwise, a 2010 certificate sticker that can be affixed to your current certificate will be mailed to you.

Bar Card #: 07162200

HON. AIDA SALINAS FLORES
P.O. BOX 4489
EDINBURG, TX 78540

STATE BAR COLLEGE
P.O. BOX 12487
AUSTIN, TX 78711

Make check payable to State Bar College or Charge (_) Mastercard (_) VISA (_) American Express (_) Discover

While the fee is not due until December 31st, you can submit it any time between now and then. Consider paying by credit card online at TexasBarCollege.org; you'll help us save time, paper, and postage!

_____ _____

Account Number Exp. Date

_____

Signature

INVOICE RECEIVED BY:
_____ ON _____
GOODS/SERVICES RECEIVED BY:
_____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES**, do hereby state that my membership in **THE STATE BAR COLLEGE** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature _____

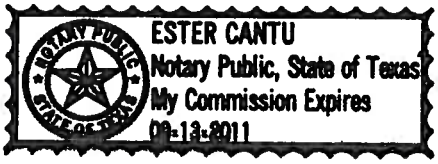
Title DISTRICT COURT JUDGE

Before me, a Notary Public, appeared **AIDA SALINAS FLORES** and on his/hers oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



AI-19722 **11.A.**

BLUE CROSS BLUE SHIELD OF TEXAS

CC CONSENT

Date: 02/02/2010
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $291,344.95 to the Hidalgo County Claims bank account for Blue Cross Blue Shield Insurance Claims for period 01/01-08/1010:

01/01/2010	$ 46,237.15
01/02-08/2010	$ 245,107.80
TOTAL:	$ 291,344.95

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 01-01-2010

Link: 01-02-08-2010

Link: certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 03:27 PM	APRV
2	Olga Garza	Olga Garza	01/29/2010 04:49 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Flora Vazquez — Started On: 01/29/2010 03:14 PM

Final Approval Date: 01/29/2010

Account	Corporate	Invoice Pr	Invoice Nu	InvcPerFr	InvcPerTo	ClmPerFr	ClmPerTo	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
APPRAISAL DISTRICT								
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433
21185	TX1	618139	153008	1/1/2010	1/8/2010	1/1/2010	1/1/2010	TX433

Settlement	Association	Group Nbr	Section N	Group Nan	Coverage	Claim Type
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage
1	1	21185	16	HIDALGO	Drug	Basic Coverage

Member ID	Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt
8.43E+08	93584609494000	Single	12/24/2009	$1.23	$1.23	0.00%	$0.00
8.41E+08	93557895758000	Single	12/21/2009	$53.63	$53.63	0.00%	$0.00
8.41E+08	93534624616000	Single	12/19/2009	$143.01	$143.01	0.00%	$0.00
8.38E+08	93555585191000	Family Mer	12/21/2009	$50.26	$50.26	0.00%	$0.00
8.38E+08	93555585225000	Family Mer	12/21/2009	$0.60	$0.60	0.00%	$0.00
8.38E+08	93555585237000	Family Mer	12/21/2009	$17.19	$17.19	0.00%	$0.00
8.37E+08	93533290361000	Family Mer	12/19/2009	$50.26	$50.26	0.00%	$0.00
8.37E+08	93533292568000	Family Mer	12/19/2009	$210.43	$210.43	0.00%	$0.00
8.41E+08	93571904592000	Single	12/23/2009	$33.13	$33.13	0.00%	$0.00
8.42E+08	93573755794000	Single	12/23/2009	$93.74	$93.74	0.00%	$0.00
	BUY-UP PLAN:			$653.48	$653.48	0.00%	$0.00
8.4E+08	93573293186000	Single	12/23/2009	$60.93	$60.93	0.00%	$0.00
8.4E+08	93463584098000	Family Mer	12/12/2009	($3.28)	($3.28)	0.00%	$0.00
8.4E+08	93554560383000	Family Mer	12/21/2009	$210.43	$210.43	0.00%	$0.00
8.4E+08	93554990986000	Family Mer	12/21/2009	$101.36	$101.36	0.00%	$0.00
	BUY-UP PLAN:			$369.44	$369.44	0.00%	$0.00
		TOTAL:		$1,022.92			

Case Nbr

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 01/2/2010-01/08/2010

SECTION		
0001-0011	HIDALGO COUNTY	$ 224,176.13
0002-0012	HEADSTART	$ 33,035.62
0003-0013	APPRAISAL DISTRICT	$ 4,005.51
0004-0014	COMMUNITY SERVICE	$ 648.16
0005-0015	DRAINAGE DISTRICT	$ 3,753.85
9001-9002	COBRA	$ 7,067.08
0006-0016	RETIREE	$ 6,312.23
	TOTAL	$ 278,998.58
	CREDIT - STOP LOSS	$ (33,890.78)
	TOTAL DUE:	$ 245,107.80

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

FOR THE PERIOD OF **January 01-08, 2010**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 291,344.95**

1). Hidalgo County
2). Hidalgo County Headstart Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District #1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 01/01/2010 to 01/08/2010 is $ 291,344.95 .

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of February 2, 2010.

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Nora Vazquez
Employee Benefits Manager

01/29/2010
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-19724 **11.B.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	02/02/2010
Submitted By:	Flora Vazquez, WORKERS' COMPENSATION
Department:	WORKERS' COMPENSATION
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of $35,636.51 for the period of 01/01-15/2010 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: 01-01-15-2010 Inv

Link: 01-01-15-2010 By Org

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 04:02 PM	APRV
2	Olga Garza	Olga Garza	01/29/2010 04:42 PM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Flora Vazquez — Started On: 01/29/2010 03:32 PM

Final Approval Date: 01/29/2010

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

January 18, 2010

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

L HIDAL.WC
Invoice Number: 62120

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 1/1-1/15/10 (Check#501677-501801) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	35,636.51
TOTAL BALANCE DUE	$ 35,636.51
Previous Balance Due	$ 94,658.86
Total Balance Due	$130,295.37

Due Upon Receipt

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

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Custom Payment Total

Hidalgo County WC losses paid 1/1-1/15/10

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	26				2,006.54
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	284				33,629.97
					Grand Total:	310				35,636.51

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **January 01-15, 2010**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 35,636.51.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employee **(Check 501677-501801 01/01/2010 to 01/15/2010 .)**

1).	Hidalgo County	$ 33,629.97
2).	Hidalgo County Headstart Program	$ 2,006.54
3).	Community Service Agency	$ 00.00
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 35,636.51
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of February 02, 2010.

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

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 164,636.49.

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

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

Flora Vasquez — Employee Benefits Manager — Date 01/28/2010

Dept. of Budget & Management Budget Officer — Date

APPROVED BY
COMMISSIONERS' COURT — Commissioner's Court Approval — Date

ON: _____

AI-19611 **A.**

BCAP TEDSI Infrastructure Group Invoice #299604 Round II and Invoice #299606 Round III Pct. No. 1

CC CONSENT

Date:	02/02/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

1. Acceptance and approval of payment for Invoice No. 299604 in the amount of $331.33 (2nd Call, various subdivisions) as submitted by project engineer TEDSI Infrastructure Group with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

2. Acceptance and approval of payment for Invoice No. 299606 in the amount of $2,320.31 (3rd Call, various subdivisions) as submitted by project engineer TEDSI Infrastructure Group with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

P.O.# 615985-funds available as of 1-29-10 for various Round III BCAP Pct. 1 projects.

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

P.O.# 614269-funds available as of 1-29-10 for various Pct. 1 BCAP Round II colonias.

Attachments

Link: Invoice #299604 Rnd II TEDSI Infrastructure

Link: Invoice# 299606 Rnd III TEDSI Infrastructure

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/29/2010 10:32 AM	APRV
2	Purchasing Department	Marty Salazar	01/29/2010 11:25 AM	APRV

3	Budget & Management	Erika Zamora	01/29/2010 11:33 AM	APRV
4	Ivan Cantu	Ivan Cantu	01/29/2010 02:02 PM	APRV
5	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Marcie Jackson Started On: 01/25/2010 11:36 AM

Final Approval Date: 01/29/2010

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
(Phone) 956/424-7898
(Fax) 956/424-7022

AI-19611 2/02/10

INVOICE

Commissioner Sylvia Handy
Hidalgo County Pct. #1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

Attn.: Mr. John Paul Lugo

Invoice Date: January 13, 2010
TEDSI Invoice No.: 299604
TEDSI Project No.: 2008-1024-01
Invoice Period: July 1, 2009 thru December 31, 2009

HIDALGO COUNTY COLONIAS II
Contract No. C-CAP-08-014-09-30

Hidalgo County Purchase Order No. 614269
Hidalgo County Requisition No. 00144926

Contract Amount	Contract Amount Remaining
$6,151.56	$728.08

REQ# 144926 P.O.# 614269
9-1311-431-00-121-XXX-X-334→$331.33

Task	Revised Fee	Percent Complete	Amount To Date
Plans, Specs. & Estimates (PS&E)	$6,151.56	See Attached Spreadsheet	
Subtotal	**$6,151.56**		$5,423.48

TOTAL FEE EARNED:	$5,423.48
LESS PREVIOUSLY INVOICED:	$5,092.15
TOTAL AMOUNT DUE THIS INVOICE:	$331.33

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: Marcie Jackson ON 1/21/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 1/21/10

TEDSI Infrastructure Group
Border Colonia Access Program - Round II

Work Authorization Number 1
Schedule of Values - July 1, 2009 thru December 31, 2009
TEDSI Invoice No. 299604

CSJ	Colonia	Street Name	Engineering Fee	Prelimary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
066	Bar #3	Houston St.	$ 1,129.25			$ 1,129.25	$ 1,129.25		100.00%	$ -
		Dallas St.								
		Texas St.								
244	El Mesquite	Dina Dr.	$ 393.25			$ 253.45	$ 253.45		64.45%	$ 139.80
		Julie Dr.								
495	North Capisallo	One St.	$ 260.70			$ 168.00	$ 168.00		64.44%	$ 92.70
391	La Palma	Hackberry St.	$ 666.14			$ 666.14	$ 599.53	$ 66.61	100.00%	$ -
		Ash St.								
		Seventh St.								
		Eight St.								
571	Puesta de Sol	G. Bush	$ 1,022.35			$ 766.76	$ 658.90	$ 107.86	75.00%	$ 255.59
		G. Washinton								
		J.F. Kennedy								
		B. Clinton								
019	Agua Dulce	Ash St.	$ 177.18			$ 177.18	$ 114.19	$ 62.99	100.00%	$ -
071	Barbosa Lopez #1	Phoebie St.	$ 550.83			$ 413.12	$ 355.01	$ 58.11	75.00%	$ 137.71
		Lopez St.								
105	Bernal	Bernal Dr.	$ 284.33			$ 284.33	$ 284.33		100.00%	$ -
103	Bernal Heights #1	Bernal Ct.	$ 153.03			$ 153.03	$ 153.03		100.00%	$ -
150	Chapa III	Pineda St.	$ 89.43			$ 89.43	$ 89.43		100.00%	$ -
865	Dimas #1	Martinez Ave.	$ 277.24			$ 277.24	$ 263.38	$ 13.86	100.00%	$ -
230	Dimas #3	Delaware St.	$ 287.70			$ 185.42	$ 185.42		64.45%	$ 102.28
		California St.								
		Alabama St.								
245	El Monte	Sanchez St.	$ 437.99			$ 437.99	$ 416.09	$ 21.90	100.00%	$ -
		Ruiz St.								
318	High Land	Central Ave.	$ 422.14			$ 422.14	$ 422.14		100.00%	$ -
			$ 6,151.56	$ -	$ -	$ 5,423.48	$ 5,092.15	$ 331.33		$ 728.08

Project Completion

Anticipated Completion Date: December 31, 2010
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez
Signature: _____
Date: January 27, 2010

Colonia Access Program Director: _____
Date: _____

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

Schedule of Values - July 1, 2009 thru December 31, 2009
TEDSI Invoice No. 299604

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phase	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
			SEE ATTACHED INVOICE & SPREADSHEET					
	TOTAL (Or subtotal if more than one page used)	$6,151.56	$0.00	$0.00	$331.33	$5,423.48	88.16430%	$728.08

Project Completion

Anticipated Completion Date: December 31, 2010
Extensions
Date Extension was approved in Court

Project Engineer

Name (Print) TEDSI INFRASTRUCTURE GROUP

Signature _____ Date January 13, 2010

Colonia Access Program Director _____ Date _____

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

AI-19611 2/02/10

INVOICE

Hidalgo County Precinct No. 1 Mr. John Paul Lugo 1902 Joe Stephens Ave. Weslaco, Texas 78570	Invoice Date: January 13, 2010 TEDSI Invoice No.: 299606 TEDSI Project No.: 2009-1027-01 Invoice Period: October 1, 2009 thru December 31, 2009

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

Contract Amount	Contract Amount Remaining
$189,413.50	**$20,598.72**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	2.5%	97.5%	$2,130.90	$83,105.17
Const. Mngt. (CM)	$18,941.35	1%	2.5%	$189.41	$473.53
Subtotal	$189,413.50			$2,320.31	$168,814.78

TOTAL FEE EARNED:	$168,814.78
LESS PREVIOUSLY INVOICED:	$166,494.47
TOTAL AMOUNT DUE THIS INVOICE:	**$2,320.31**

REQ# 147098 P.O.#615985
9-1312-431-00-121-XXX-0-334→$2,320.31

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: Marcie Jackson ON 1/21/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 1/21/10

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values - October 1, 2009 thru December 31, 2009
TEDSI Invoice No. 299606

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$9,178.23	$0.00	$9,178.23	$ 8,969.63	$208.60	88.00%	$ 1,251.78
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$38,659.14	$0.00	$38,659.14	$ 38,659.14	$0.00	90.00%	$ 4,301.09
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31	$68.67	$6,248.98	$ 6,180.31	$68.67	91.00%	$ 617.66
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17	$60.75	$5,526.92	$ 5,466.17	$60.75	91.00%	$ 547.72
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$8,777.20	$0.00	$8,777.20	$ 8,589.38	$187.82	87.80%	$ 1,214.32
3C1080215	De Anda	Pedro St	$ 5,147.76	$4,519.80	$0.00	$4,519.80	$ 4,434.00	$85.80	87.80%	$ 627.96
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66	$145.53	$8,878.19	$ 8,878.19	$0.00	91.50%	$ 823.81
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$14,782.57	$0.00	$14,782.57	$ 14,441.56	$341.01	87.90%	$ 2,028.12
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,843.76	$0.00	$8,843.76	$ 8,609.84	$233.92	89.90%	$ 993.32
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$16,528.50	$0.00	$16,528.50	$ 16,183.28	$345.22	87.90%	$ 2,273.26
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43	$108.51	$4,343.94	$ 4,305.99	$37.95	92.30%	$ 360.22
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52	$90.07	$3,590.59	$ 3,568.55	$22.04	92.30%	$ 300.45
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$3,041.15	$0.00	$3,041.15	$ 3,041.15	$0.00	90.00%	$ 337.95
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$6,308.08	$0.00	$6,308.08	$ 6,176.50	$131.58	87.90%	$ 871.23
3C1080220	Delta West	Esperanza St	$ 28,466.19	$25,051.06	$0.00	$25,051.06	$ 24,550.68	$500.38	88.00%	$ 3,415.13
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$4,536.67	$0.00	$4,536.67	$ 4,440.10	$96.57	87.70%	$ 634.70
			$ 189,413.50	$ 168,341.25	$ 473.53	$168,814.78	$ 166,494.47	$2,320.31		$ 20,598.72

Project Completion

Anticipated Completion Date: December 31, 2010
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez

Signature: _____
Date: January 13, 2010

Colonia Access Program Director: _____
Date: _____

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

Schedule of Values - October 1, 2009 thru December 31, 2009
TEDSI Invoice No. 299606

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phases	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
SEE ATTACHED INVOICE & SPREADSHEET								
	TOTAL (Or subtotal if more than one page used)	$189,413.50	$170,472.15	$18,941.35	$2,320.31	$168,814.78	89.1250%	$20,598.72

Project Completion

Anticipated Completion Date: December 31, 2010
Extensions:
Date Extension was approved in Court:

Project Engineer

Name (Print): TEDSI INFRASTRUCTURE GROUP

Signature:

Date: January 13, 2010

Colonia Access Program Director _____ Date _____

AI-19666 **B.**

Invoice #s 10008/10009-Javier Hinojosa Engineering for Pct. 3

CC CONSENT

Date:	02/02/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of the following Requests for Payment as submitted by contracted project engineer, Javier Hinojosa Engineering:
1. Invoice No. 10008 in the amount of $2,551.24 for "Lucky "I" Street";
2. Invoice No. 10009 in the amount of $2,038.64 for "Brushline Road (Mile 7 to Mile 8)."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

For Invoice No. 10008: Available funds as of 1/28/10 is $176,519.43. P.O. #606057 (FY 2009) available funds in the amount of $2,551.24.

For Invoice No. 10009: Available funds as of 1/28/10 is $176,519.43. P.O. #617406 (FY 2009) available funds in the amount of $2,038.64.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 12:02 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 01:01 PM	APRV
3	Perla Lopez	Perla Lopez	01/28/2010 02:32 PM	APRV
4	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/27/2010 04:21 PM

Final Approval Date: 01/29/2010

SIGN: _____
REQ# 13536 8
PO# 606057

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 10008

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: January 22, 2010

Project Name: Lucky "I" Street

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase and Construction Phase for the Paving Improvements for the Lucky "I" Street Paving Improvements.

P.O.#606057
CONTRACT AMT.: $10,204.95

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$2,551.24	100%	$2,551.24	$2,551.24	$0.00	$0.00
Design						
Phase 50%	$5,102.47	100%	$5,102.47	$5,102.47	$0.00	$0.00
Construction						
Phase 25%	$2,551.24	100%	$2,551.24	$0.00	$2,551.24	$0.00
TOTAL	**$10,204.95**	**100%**	**$10,204.95**	**$7,653.71**	**$2,551.24**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: $2,551.24

Submitted By: Javier Hinosa Engineering

Office Use Only

INVOICE RECEIVED BY
NMC ON 1/25/10
GOODS/SERVICES RECEIVED BY
S Ramirez ON 1/22/10

We Appreciate Your Business.

0-1303-431-00-123_005-0-731

FINAL AFFIDAVIT OF WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **Hidalgo County** to provide **Engineering Services for the Paving Improvements of Lucky "I" Street** located and owned by Hidalgo County.

Which improvements are described as follows:

> **Preparation of construction plans and specifications for the paving improvements of Lucky "I" Street in Hidalgo County Precinct No. 3.**
>
> **Work Authorization No. 5 P.O.#606057 (Contract #C-08-112-03-25**

In consideration of **Pay Estimate No. 2 & Final** in the amount of **Two Thousand Five Hundred Fifty-One Dollars and Twenty-Four Cents ($2,551.24)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Javier Hinojosa Engineering
ENGINEER

By: _____
Javier Hinojosa, P.E., Owner

SWORN TO AND SUBSCRIBED BEFORE ME, on this the **22nd** day of **January, 2010**, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

_____
Notary Public in and for the State of Texas

My Commission Expires:
03-23-2012

Claudia N. Ybarra

CLAUDIA N. VARGA
My Commission Expires
March 23, 2012

SIGN: _____
REQ# 14925
PO# 617406

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 10009

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: January 22, 2010

Project Name: Brushline Road (Mile 7 to Mile 8)

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase and the Construction Phase for the Paving Improvements of Brushline Road from Mile 7 to Mile 8.

P.O.#617406
CONTRACT AMT.: $32,618.25

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$8,154.56	100%	$8,154.56	$8,154.56	$0.00	$0.00
Design						
Phase 50%	$16,309.13	100%	$16,309.13	$16,309.13	$0.00	$0.00
Construction						
Phase 25%	$8,154.56	100%	$8,154.56	$6,115.92	$2,038.64	$0.00
TOTAL	**$32,618.25**	**100%**	**$32,618.25**	**$30,579.61**	**$2,038.64**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: $2,038.64

Submitted By: Javier Hinosa Engineering

Office Use Only

INVOICE RECEIVED BY _____ ON 1/25/10
GOODS/SERVICES RECEIVED BY _____ ON 1/22/10

We Appreciate Your Business.

0-1303-431-00-125-005-0-731

FINAL AFFIDAVIT OF WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **Hidalgo County** to provide **Engineering Services for the Paving Improvements of Brushline Road** located and owned by Hidalgo County.

Which improvements are described as follows:

> **Preparation of construction plans and specifications for the paving improvements of Brushline Road from Mile 7 to Mile 8. in Hidalgo County Precinct No. 3.**

Work Authorization No. 15 P.O.#617406 (Contract #C-08-112-03-25)

In consideration of **Pay Estimate No. 3 & Final** in the amount of **Two Thousand Thirty-Eight Dollars and Sixty-Four Cents ($2,038.64)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Javier Hinojosa Engineering
ENGINEER

By: _____
Javier Hinojosa, P.E., Owner

SWORN TO AND SUBSCRIBED BEFORE ME, on this the **22nd** day of **January, 2010**, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

_____
Notary Public in and for the State of Texas

My Commission Expires:
03-23-2012

Claudia N. Ybarra

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

AI-19660 **C.**

Maintenance/Support, Software & Monitoring Agreements

CC CONSENT

Date:	02/02/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting approval to execute required commercial service agreement & authority to enter into a 12-months service agreement with SHRED-IT for the Health & Human Services Department through requisition #168410 in the amount of $200.00/mo. effective upon approval (0-1100-441-00-340-001-0-350);

2. Requesting authority to enter into a 12-month software maintenance renewal agreement with Productive Online Corporation dba Productive Corporation for the Planning Department in the amount of $199.00/year through requisition #168235, effective upon approval (0-1100-419-10-210-001-0-336);

3. Requesting authority to enter into one year maintenance agreement with Joe Sanchez Office Machines for (4) date/time stampers for the Auditors Office through requisition #169410 for the following machines, effective upon approval;

Model	Serial	Monthly	Account Number
Lathem LTT	#u-75230	$125.00	0-1100-415-21-170-001-0-432
Lathem LTT	#u-112116	$125.00	0-1100-415-21-170-001-0-432
Lathem LTT	#u-91971	$125.00	0-1100-415-21-170-001-0-432
Acroprint ET	#065755po	$125.00	0-1100-415-21-170-001-0-432

4. Requesting approval & authority to execute required commercial alarm system monitoring service agreement for 3 years with Argus Security Systems for the following department from the Tax Office effective upon approval;

Requisition	Location	Service	Monthly	Account Number
167796	Mission Auto License 722 N. Breyfogle Mission, TX 78572	Burglar Alarm Monitoring	$15.00	0-1100-415-15-140-001-0-413
169348	Weslaco Auto Dept. 1902 Joe Stephens Weslaco, TX 7859	Burglar Alarm Monitoring	$15.00	0-1100-415-15-140-001-0-413

5. Requesting approval & authority to execute required commercial alarm system monitoring service agreement for 3 years with Superior Alarms for the following departments from Precinct 2, effective upon approval;

168643	Administration Office 301 E. State St. Pharr, TX	Burglar, Panic, Low Battery Monitoring	$120.00 Annually	0-1202-431-00-122-005-0-413

168643	Director of Field Operations	Burglar & Panic Monitoring	$120.00 Annually	0-1202-431-00-122-005-0-413
168643	Shop Area	Burglar, Panic & Low Battery Monitoring	$120.00 Annually	0-1202-431-00-122-005-0-413

6. Requesting approval & authority to execute required commercial alarm system monitoring service agreement for 3 years with Security Depot Security Systems for the following departments from Precinct 1, effective upon approval;

169233	Warehouse 1902 Joe Stephens Ave. Weslaco, TX 78596	Fire Alarm Off-Premises Monitoring Local Fire Alarm	$25.00	0-1201-431-00-121-005-0-413
169235	Delta Lake Park (Office)		$24.15	0-1211-452-00-121-013-0-413
169236	Delta Lake Park (Shop) 28312 FM 88 Edcouch, TX 78538	Burglar Alarm Off-Premises Monitoring Digital Dialer Communicator	$21.95	0-1211-452-00-121-013-0-413
169238	Main Office 1902 Joe Stephens Ave. Weslaco, TX 78596	Fire Alarm Off-Premises Monitoring Local Fire Alarm	$25.00	0-1201-431-00-121-004-0-413

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-414-00-130-001-0-442
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$13,630.00 availabel funding in req. # 169401 as of 01/29/10. rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-350
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$684.80 availabel funding in req. # no. 168410 as of 01/28/10.rc
$4,315.20 available funding in account as of 01/28/10. rc
Estimated expenditure: 11 mths @ $200.00 = $2,200.00

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-10-210-001-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$199.00 available funding available in req# 168235 as of 01/29/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-432
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$500.00 available funding in req. # 169410 as of 01/29/10. rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-413
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

$180.00 available funding in re. # 169348 as of 01/29/10.
$250.80 available funding in re. # 167796 as of 01/29/10.

FISCAL YEAR: 2010 ACCT. #: Pct. No. 1

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

BUDGETARY IMPACT:

0-1201-431-00-121-005-0-413: $275.00 available funding in req# 169233 as of 01/29/10.
0-1211-452-00-121-013-0-413: $265.65 available funding in req# 169235 as of 01/29/10.
0-1211-452-00-121-013-0-413: $241.45 available funding in req# 169236 as of 01/29/10.
0-1201-431-00-121-004-0-413: $275.00 available funding in req# 169238 as of 01/29/10.

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-005-0-413

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

BUDGETARY IMPACT:

$360.00 available balance in req# 168643 as of 01/29/10. rc

Attachments

Link: Shred-It Renewal Agreement
Link: Productive Renewal Software Agreement
Link: Argus Mission Tax Office
Link: Argus Weslaco Tax Office
Link: Security Depot Pct 1
Link: Security Depot Pct 1- II
Link: Security Depot Pct 1- III
Link: Joe Sanchez Auditors Agreement
Link: Superior Alarm Pct. 2
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2010 11:46 AM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 01:29 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:02 PM	APRV
4	Matilde Faz	Matilde Faz	01/29/2010 03:40 PM	NEW

Form Started By: Matilde Faz Started On: 01/27/2010 03:42 PM

Final Approval Date: 01/29/2010

Req# 168410

Shred-it
A SECURITAS COMPANY

CLIENT AUTOMATIC SERVICE AGREEMENT

Client Information

Ship To Location: (service location) **Multiple service locations** ☐ (check here and attach location list)

Company Name: County of Hidalgo/Health Dept.

Contact Name: Sylvia Pena Position: Dir. Tel: 956.383.6221 Email: fax: 956.380-4056

Address: 1304 S. 25th Street Unit: ____ City: Edinburg State/Prov.: TX Zip/Postal Code: 78542

Sold To Location: ☑ Same as Ship to

Company Name: ____

Contact Name: ____ Position: ____ Tel: ____ Email: ____

Address: ____ Unit: ____ City: ____ State/Prov.: ____ Zip/Postal Code: ____

Bill To Location: ☑ Same as Ship to ☐ Same as Sold to **Tax Type:** ☐ Exempt (check here and attach exemption certificate)

Company Name: ____

Contact Name: ____ Position: ____ Tel: ____ Email: ____

Address: ____ Unit: ____ City: ____ State/Prov.: ____ Zip/Postal Code: ____

Are invoices paid at this location? (payer): ☑ Yes ☐ No Same as: ☐ Ship to ☐ Sold to

Payer (if different from above):

Contact Name: ____ Tel: ____ Email: ____

Address: ____ Unit: ____ City: ____ State/Prov.: ____ Zip/Postal Code: ____

Automatic Service

Security Consoles:	Type	Qty	Type	Qty	Type	Qty.
	☑ Standard Console	2	☐ Junior Console	____	☐ Other	____

Service Frequency: Every: ☐ 1 ☑ 2 ☐ 4 weeks, or ____ /wk desc. ____

Estimated Service Duration: 20 minutes

Service Fee

Billing Rate $4.28 (minute)/console Minimum Charge $85.60

Invoice Details

Invoice Type: ☑ Local ☐ Consolidated

* 1-year agreement

Payment Method:

☐ Check ☐ E.F.T (attach E.F.T information form) ☐ Visa ☐ MC ☐ AMEX Card Holder: ____

Card # : ____ Exp. Date: ____

Agreed to by (Terms and Conditions on reverse):

Shred-it USA Inc. ("Shred-it")

Signed ____

Print Name Eddie Gamboa

Position Sales

Date 1-20-10

SIGN HERE

Company County of Hidalgo

Signed *

Print Name Rene Ramirez

Position Hidalgo County Judge

Date 1-20-10

SH108US_C8

productive

QUOTATION

Quote # POLQ28774

Date 01/13/10

Mike Henkenius
NW 7781, PO Box 1450
Minneapolis, MN 55485-7781
800-726-4099x15
612-375-0219 fax
mike@productivecorp.com

Customer

Irma Castillo
HIDALGO COUNTY
PLANNING DEPT
1304 S 25TH AVE
EDINBURG TX 78539
irma.castillo@hchd.org

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1	1	PCA20910	CA ARCserve Backup for Windows - 1 Year Enterprise Maintenance Renewal	$199.00	$199.00
2			**Maintenance agreement valid from 2/1/10 to 1/31/11.**		
3			**Productive Corp requires purchase via credit card or prepay check for all orders under $1000. Thank you!**		

Standard Terms: Prepay

Check or Credit Card,
(Net 20 with Credit Approval)

SubTotal	$199.00
Sales Tax	$0.00
Total USD	**$199.00**

Quote good until 01/31/10

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - PRODUCTIVE ONLINE CORPORATION (POL) SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. POL SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. BOTH PARTIES AGREE THAT CUSTOMER'S SIGNATURE ON THIS QUOTATION CONSTITUTES A LEGALLY BINDING SALES CONTRACT BETWEEN PRODUCTIVE ONLINE CORPORATION AND THE CUSTOMER. ALL PRICES QUOTED IN US DOLLARS. FINAL PRICE MAY INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE.

I accept the above stated terms and conditions;

_____ Customer Signature

_____ Print Name

_____ Title

_____ Date

We Can Help You
Deployment Questions
Licensing and Technical Support
help@productivecorp.com
800.726.4099

Key # 167748

COMMERCIAL AGREEMENT

ASG SECURITY
(a division of Alarm Security Group, LLC)

Local ASG Security Office:
314 N 10th Ave
McAllen, TX 78501

Customer Information:
Hidalgo County office Tax
122 Brayfowler Road
Mission Tx 78572

THIS AGREEMENT made this 21 day of January 2010, by and between ASG Security hereinafter called the "Company" and Hidalgo County office Tax hereinafter called the "Client".

RECEIVED
JAN 26 2010
Hidalgo County Tax Office
Collections Department

1. **Agreement:** Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. **Type of Transaction:** (Check boxes that apply) ☐ Purchase ☐ ASG Owned System ☒ Service Only

B. **Services to be Provided:** (Check boxes that apply)

- ☒ Burglar Alarm Monitoring
- ☐ Fire Alarm Monitoring
- ☐ Sprinkler Alarm Monitoring
- ☐ Hold-up Alarm Monitoring
- ☐ Duress Monitoring
- ☐ Opening/Closing Logging
- ☐ Opening/Closing Supervision
- ☐ Opening/Closing Reports
- ☐ Video Surveillance System
- ☐ Access Control System
- ☐ Maintenance Service
- ☐ Time & Material Repair Service
- ☐ Cellular/Radio Alarm Transmission
- ☐ Fire Alarm Inspection Service
- ☐ Other _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System Purchase:** The price ("Price") of the equipment inclusive of the installation thereof shall be $ _____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $ _____; upon 100% completion $ _____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **ASG Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ _____ for installation plus tax (if applicable) and the sum of $ _____ per month plus tax (if applicable), payable ☐monthly; ☐quarterly; ☐semi-annually; ☐annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. **Additional Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 15.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒monthly; ☐quarterly; ☐semi-annually; ☐annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five ~~(5) years~~ three from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. **Receipt of Copy:** CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

@ 3 year contract

1 of 2

COMMERCIAL AGREEMENT

169348

ASG SECURITY
(a division of Alarm Security Group, LLC)

Local ASG Security Office:
314 Ann Ave
McAllen, TX 78501

Customer Information:
Hidalgo City Tax
1902 W. Stephens
Weslaco, TX 78596

THIS AGREEMENT made this 21 day of January 20 10, by and between ASG Security, hereinafter called the "Company" and Hidalgo County Tax; hereinafter called the "Client".

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (Check boxes that apply) ☐ Purchase ☐ ASG Owned System ☒ Services Only

B. Services to be Provided: (Check boxes that apply)

☒ Burglar Alarm Monitoring	☐ Opening/Closing Logging	☐ Maintenance Service
☐ Fire Alarm Monitoring	☐ Opening/Closing Supervision	☐ Time & Material Repair Service
☐ Sprinkler Alarm Monitoring	☐ Opening/Closing Reports	☐ Cellular/Radio Alarm Transmission
☐ Hold-up Alarm Monitoring	☐ Video Surveillance System	☐ Fire Alarm Inspection Service
☐ Duress Monitoring	☐ Access Control System	☐ Other _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $ — Dollars plus applicable taxes. The terms of payment are as follows: Deposit $ —; upon 100% completion $ —. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. ASG Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ — for installation plus tax (if applicable) and the sum of $ — per month plus tax (if applicable), payable ☐monthly; ☐quarterly; ☐semi-annually; ☐annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 15.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒monthly; ☐quarterly; ☐semi-annually; ☐annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five ~~(5) years~~ three from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five ~~(5) year period~~ Three, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

→ Three year contract.

8958225

SECURITY DEPOT

Security Systems Agreement

2212 S. International Blvd.
Weslaco, TX 78596
956-973-1666
State License # B07813

THIS AGREEMENT made this 13TH day of JANUARY 20 10, by and between Security Depot, Inc. hereinafter called "Company," and HIDALGO COUNTY PCT 1 (WAREHOUSE) herein called "Subscriber." S.S. # N/A S.S. #

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reversed side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) INSTALLATION: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber 1902 JOE STEPHENS AVE WESLACO TX 78596
(Number / Street / City / State / Zip)

- ☐ Burglar Alarm Off-Premises Monitoring
- ☑ Fire Alarm Off-Premises monitoring (of local alarm)
- ☐ Hold-up Alarm Off-Premises Monitoring
- ☐ Digital Dialer Communicator (see Par. 14)
- ☐ Local Burglar Alarm
- ☑ Local Fire Alarm
- ☐ Cellular Radio Telemetry
- ☐ Maintenance Agreement (see Par. 29)

Est. Install Date: _____
Est. Arrival Time: _____
Est. Inst. Time: _____
Pmt. Terms: _____

I_____ ☐ Non-Open/Close Reporting ☐ Non-Supervised Open/Close Reporting ☐ Close Supervised Reporting ☐ Open/Close Supervised Reporting

(Check one) ☐ I refuse cellular backup service ☐ I refuse fire monitoring services

(B) SCHEDULE OF EQUIPMENT: SUBSCRIBER ACKNOWLEDGES THAT THE DEGREE OF DETECTION IS INCREASED BY THE USE OF ADDITIONAL EQUIPMENT, AND THAT ADDITIONAL EQUIPMENT CAN BE PROVIDED AT AN ADDITIONAL COST IF THE SUBSCRIBER DESIRES AND SO NOTIFIES THE COMPANY.

EQUIPMENT	QTY	PRICE	DESCRIPTION	SUBTOTAL
Control Panel				
Key Pad			CONT'D MONITORING OF CERBERUS FIRE	
Sounder				
Motion			SYSTEM	
Door/Window				
Smoke Det.				
Heat Det.				
Cellular Backup				
Other				

(C) TERM AND PAYMENT: Subscriber agrees to pay as follows for the installation of the equipment:

(1) The sum of _____ Dollars ($_____)
Such amount plus applicable sales tax, is payable as follows:
a. The sum of _____ Dollars ($_____)
plus applicable sales tax, at the time of the execution of this Agreement.
b. The sum of _____ Dollars ($_____)
plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And Shall Pay:
The sum of TWENTY FIVE DOLLARS & 00/100 BASIC Dollars ($ 25 00)
plus applicable sales tax, monthly; payable (monthly) (quarterly) (semi-annually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Hidalgo County, TX.

(3) The term of this Agreement is for three years from the date service is operative under this agreement. There after, this Agreement shall be renewable at the option of the company, and without further notice for successive two year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

(D) RECEIPT OF COPY(S): Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any). (see Par. 15) _____
Sub. Initial

(E) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: COMPANY MAKES NO EXPRESS OF IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY ,HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES :THAT COMPANY IS NOT AN INSURER: THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PREFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OF EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED ($500.00) DOLLARS, WHICHEVER IS GREATER ,AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OR THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBERS DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

8941132

SECURITY DEPOT

Security Systems Agreement

2M1 N OF MONTE ALTO ON FM 88 BLDG. BEHIND PCT #1 DELTA LAKE PARK (SHOP)

2212 S. International Blvd.
Weslaco, TX 78596
956-973-1666
State License # B07813

THIS AGREEMENT made this 13TH day of JANUARY 2010, by and between Security Depot, Inc. hereinafter called "Company," and HIDALGO COUNTY PCT 1 (EDCOUCH) herein called "Subscriber." S.S. # N/A S.S. #

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reversed side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree: "PARKS"

(A) INSTALLATION: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber 29312 (Number) FM 88 (Street) EDCOUCH (City) TX (State) 78538-2607 (Zip)

- [x] Burglar Alarm Off-Premises Monitoring
- [ ] Fire Alarm Off-Premises monitoring (of local alarm)
- [ ] Hold-up Alarm Off-Premises Monitoring
- [x] Digital Dialer Communicator (see Par. 14)
  - I____ [ ] Non-Open/Close Reporting [ ] Non-Supervised Open/Close Reporting [ ] Close Supervised Reporting [ ] Open/Close Supervised Reporting
- [ ] Local Burglar Alarm
- [ ] Local Fire Alarm
- [ ] Cellular Radio Telemetry
- [ ] Maintenance Agreement (see Par. 29)

Est. Install Date:_____
Est. Arrival Time:_____
Est. Inst. Time:_____
Pmt. Terms:_____

(Check one) [ ] I refuse cellular backup service [ ] I refuse fire monitoring services

(B) SCHEDULE OF EQUIPMENT: SUBSCRIBER ACKNOWLEDGES THAT THE DEGREE OF DETECTION IS INCREASED BY THE USE OF ADDITIONAL EQUIPMENT, AND THAT ADDITIONAL EQUIPMENT CAN BE PROVIDED AT AN ADDITIONAL COST IF THE SUBSCRIBER DESIRES AND SO NOTIFIES THE COMPANY.

EQUIPMENT	QTY	PRICE	DESCRIPTION	SUBTOTAL
Control Panel			CONT.D MONITORING OF ADEMCO VISTA 10	
Key Pad				
Sounder			BURG SYSTEM	
Motion				
Door/Window				
Smoke Det.				
Heat Det.				
Cellular Backup				
Other				

(C) TERM AND PAYMENT: Subscriber agrees to pay as follows for the installation of the equipment:

(1) The sum of _____ Dollars ($_____)
Such amount plus applicable sales tax, is payable as follows:
a. The sum of _____ Dollars ($_____)
plus applicable sales tax, at the time of the execution of this Agreement.
b. The sum of _____ Dollars ($_____)
plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And Shall Pay:
The sum of TWENTY ONE DOLLARS & 95/100 SILVER Dollars ($ 21.95)
plus applicable sales tax, monthly; payable (monthly) (quarterly) (semi-annually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Hidalgo County, TX.

(3) The term of this Agreement is for three years from the date service is operative under this agreement. There after, this Agreement shall be renewable at the option of the company, and without further notice for successive two year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

(D) RECEIPT OF COPY(S): Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any). (see Par. 15) _____
Sub. Initial

(E) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: COMPANY MAKES NO EXPRESS OF IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY ,HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES :THAT COMPANY IS NOT AN INSURER: THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PREFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OF EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED ($500.00) DOLLARS, WHICHEVER IS GREATER ,AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OR THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBERS DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

3958226

SECURITY DEPOT

Security Systems Agreement

2212 S. International Blvd.
Weslaco, TX 78596
956-973-1666
State License # B07813

THIS AGREEMENT made this 13TH day of JANUARY 2010, by and between Security Depot, Inc. hereinafter called "Company," and HIDALGO COUNTY PCT 1 (Office) herein called "Subscriber." S.S. # N/A S.S. #

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reversed side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

(A) INSTALLATION: Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber 1902 JOE STEPHENS AVE WESLACO TX 78596
(Number / Street / City / State / Zip)

- ☐ Burglar Alarm Off-Premises Monitoring
- ☑ Fire Alarm Off-Premises monitoring (of local alarm)
- ☐ Hold-up Alarm Off-Premises Monitoring
- ☐ Digital Dialer Communicator (see Par. 14)
  - I____ ☐ Non-Open/Close Reporting ☐ Non-Supervised Open/Close Reporting ☐ Close Supervised Reporting ☐ Open/Close Supervised Reporting
- ☐ Local Burglar Alarm
- ☑ Local Fire Alarm
- ☐ Cellular Radio Telemetry
- ☐ Maintenance Agreement (see Par. 29)

Est. Install Date: _____
Est. Arrival Time: _____
Est. Inst. Time: _____
Pmt. Terms: _____

(Check one) ☐ I refuse cellular backup service ☐ I refuse fire monitoring services

(B) SCHEDULE OF EQUIPMENT: SUBSCRIBER ACKNOWLEDGES THAT THE DEGREE OF DETECTION IS INCREASED BY THE USE OF ADDITIONAL EQUIPMENT, AND THAT ADDITIONAL EQUIPMENT CAN BE PROVIDED AT AN ADDITIONAL COST IF THE SUBSCRIBER DESIRES AND SO NOTIFIES THE COMPANY.

EQUIPMENT	QTY	PRICE	DESCRIPTION	SUBTOTAL
Control Panel				
Key Pad			CONT.D MONITORING OF SILENT KNIGHT	
Sounder				
Motion			SK-5208	
Door/Window				
Smoke Det.			NO WARRANTY ON EXISTING PARTS	
Heat Det.				
Cellular Backup				
Other				

(C) TERM AND PAYMENT: Subscriber agrees to pay as follows for the installation of the equipment:

(1) The sum of _____ Dollars ($_____)
Such amount plus applicable sales tax, is payable as follows:
a. The sum of _____ Dollars ($_____)
plus applicable sales tax, at the time of the execution of this Agreement.
b. The sum of _____ Dollars ($_____)
plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And Shall Pay:
The sum of TWENTY FIVE DOLLARS & 00/100 BASIC Dollars ($25.00)
plus applicable sales tax, monthly; payable [monthly] (quarterly) (semi-annually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Hidalgo County, TX.

(3) The term of this Agreement is for three years from the date service is operative under this agreement. There after, this Agreement shall be renewable at the option of the company, and without further notice for successive two year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to Company at least thirty days prior to the expiration of the original term or renewal thereof.

(D) RECEIPT OF COPY(S): Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any). (see Par. 15)

_____
Sub. Initial

(E) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: COMPANY MAKES NO EXPRESS OF IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY ,HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES :THAT COMPANY IS NOT AN INSURER: THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PREFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OF EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED ($500.00) DOLLARS, WHICHEVER IS GREATER ,AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OR THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBERS DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00169410

PO #

Date: 01/25/10

Consent # 19660 2/2/10

Bill To: x
x

Vendor : 211303
JOE SANCHEZ OFFICE MACHINES
2201 GULL AVE
MCALLEN TX 78504

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SERVICE AGREEMENT		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	SERVICE AGREEMENT TO REPAIR FOUR (4) DATE/TIME STAMPERS LOCATED IN THE AUDITOR'S OFFICE: (1) LATHEM MODEL LTT, SERIAL #U-75230; (2) LATHEM MODEL LTT, SERIAL #U-112116; (3) LATHEM MODEL LTT, SERIAL #U-91971; AND, (4) ACROPRINT MODEL ET, SERIAL #065755PO. SERVICE AGREEMENT IS GOOD FROM FEBRUARY 2, 2010 THROUGH DECEMBER 31, 2010 AT $125.00 PER MACHINE.	500.00	500.00
		Account No	Encumbrance	
		0-1100-415-21-170-001-0-432	500.00	
			Freight	.00
			Total	500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req #/69410 Consent 2/2/2010

Joe Sanchez Office Machines
2201 Gull
McAllen, Texas 78504
971-8833 Office
279-8908 Cell

This is a Customer Service Plan
between Hidalgo County Auditor's Office
_____**(hereinafter Customer)**

Joe Sanchez Office Machines (hereinafter dealer) wherein Customer,Orders and Dealer agrees to furnish,on a year basis, Maintenance service in accordance with the terms and conditions herein specified.

1.The payment of $ $500.00 **shall be due on a C.O.D. Basis and this plan shall not become effective until said payment is received by Dealer.**

2.Dealer will repair,without additional charge for labor,any unit which has failed due to defects in material or workmanship Or which has failed through normal operation.

3.This agreement does not include repairs made necessary by or through Damage by fire,water,accident,abuse or acts of God,repair to units altered or Repaired by someone other then the Dealer,or major overhauls.

4.For each customer's unit which is to be repaired and which can reasonably,be expected to be out of service for more than 24 hours, the dealer will supply to customer a loan machine,if requested and if available,until repairs of said machine are effected.

5.This agreement is not transferable and shall be terminated on any unit which is sold.

6.Dealer shall not be responsible for failure to render service hereorder for causes beyond its control,including without limitation,strikes and labor disputes.

7.this agreement is cancelable by either party by giving 30 day notice prior to the anniversary date of the agreement.

8.This instrument contains the entire agreement between the parties,and there are no promises,representations or warranties,expess or implied,other than as set forth herein.

Joe Sanchez Office Machines _____

By._____ **By.**_____

Effective Date:_____

The Units Covered By This Service Plan Are As Followes:

Lathem Model LTT S/N U-75230
Lathem Model LTT S/N U-112116
Lathem Model LTT S/N U-91971
Acro Print Model ET S/N 065755PO

Joe Sanchez Office Machines

2201 Gull
McAllen,Texas 78504
971-8833 Office
279-8908 Cell

FAX COVER SHEET

DATE SENT: January 28, 1910

TIME SENT: 10:35

TO:
Maria (Susie) Medina

FAX NUMBER:
(956) 318-2577

COMPANY NAME:
Hidago County Auditors Office

FROM: Joe Sanchez

COMPANY NAME:

TEL NO.:

FAX NO.:

DESCRIPTION:
Service Plan

NUMBER OF PAGES SENT (Including Cover 2

If there is a problem receiving this transmission please contact:

Requisition

Req # 00168643

PO #

Date: 01/12/10

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. DRAWER 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
R-0035

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ROAD ADMINISTRATION DEPARTMENT DO NOT DUPLICATE ORDER		
1.00	YEAR	MONITORING FEE FOR ADMINISTRATION OFFICE 1/01-12/31/10	120.00	120.00
1.00	YEAR	MONITORING FEE FOR DIR. OF FIELD OPS 1/01-12/31/10	120.00	120.00
1.00	YEAR	MONITORING FEE FOR SHOP ARA 1/01-12/31/10	120.00	120.00
1.00		NIGP#99039		.00
		Account No	Encumbrance	
		0-1202-431-00-122-005-0-413	360.00	
			Freight	.00
			Total	360.00
		SERVICE FOR THE ALARM SYSTEM		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
2698		Pena

SUBSCRIBER

NAME: Hidalgo County Precnt #2
ADDRESS: 301 E. State St (STREET)
CITY: Pharr STATE: TX ZIP CODE: 78577
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL#

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 630-2434

LOCATION OF ALARM DEVICES

Physical Address: Same City State Zip
Directions to Subscriber's Location: E Director of Field Operations

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☒ Burglar ☒ Panic ☐ Low Batt ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Pharr P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Sgt Rafael Pardo	(956) 588-0180 ( )	( )	
2	Rosendo Beltran	(956) 457-9560 ( )	( )	
3	Leobardo Ortiz	(956) 445-8809 ( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee $ 120.00 + tax

3 No. of payments equal payments of $ 120.00, each payable Annually on the 1st day of Jan - Dec, beginning Jan 1, and continuing regularly and Annually thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

X SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:
By Title
Date
For Office Use Only ed by Checked by

SIGN HERE

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 12/09

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified," with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence with contacts made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location Of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement, and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities To Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, called the "Service"); provided, however, that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported, and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter called the "fee") set forth under heading "Fees • Term • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the overdue amount or $5.00, whichever is more.

B. This Agreement shall be for the Initial Term set forth in the heading "Fees • Term • Payments" on the front page of this Agreement and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and the method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of Initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so cancelled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due, (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion (i.e. without any notice or demand whatsoever): (i) terminate this Agreement, discontinue the Service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage which Company may suffer by reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber, in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonably impracticable. The Company has and assumes no liability for interruption of Service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to Company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system, and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fees, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUM VENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming [illegible] the Service except to the extent specified in Paragraph E. below. Subscriber acknowledges and [illegible] designed to provide insurance coverage. COMPANY [illegible] GUARANTY, REPRESENTATION OR WARRANTY, IN[illegible] WARRANTY OF MERCHANTABILITY OR FITNESS FOR [illegible] PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT [illegible] WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PR[illegible]AGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER <u>INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT</u>. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, <u>EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS</u>, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert,

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, <u>EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS</u>, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST <u>EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS</u>. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement or subcontract its obligations and rights under this Agreement in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that (i) any such assignee or subcontractor shall have and be entitled to exercise any and all rights, powers and [illegible] of Company under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's, (ii) after notice from Company to do so, Subscriber will perform all of the obligations under this Agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may now or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defense or claim), and (iii) if Company shall fully assign all rights under this Agreement and give written notice thereof to Subscriber, then Company shall be relieved from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) above) and (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably request.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid (registered or certified with return receipt requested), or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator of [illegible], and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the context otherwise specifies or requires, the information or terms completed, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits attached hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company" or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
2695		Rudy

SUBSCRIBER

NAME: Hidalgo County Precinct #2
ADDRESS: 301 E. State St. STREET: SUITE/APT NO:
CITY: Pharr STATE: TX ZIP CODE: 78577
TEL NO: (956) 787-4683 ( )
FAX NO: ( ) S. S. NO:
TDL#:

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 630-2434

LOCATION OF ALARM DEVICES

Physical Address: Same City: State: Zip:
Directions to Subscriber's Location: Administration Bldg

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Batt ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Pharr P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE #	(Desc)	ALTERNATE PHONE #	(Desc)	CODE WORD
1	Sgt Rafael Pardo	(956) 588-0180	( )		( )	
2	Deputy Rosendo Beltran	(956) 457-9560	( )		( )	
3	Deputy Leobardo Ortiz	(956) 445-8809	( )		( )	
4			( )		( )	
5			( )		( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee $ 120.00 + tax

3 No. of payments equal payments of $ 120.00, each payable Annually on the 1st day of Jan - Dec, beginning Jan 1, and continuing regularly and Annually thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:
By Title
For Office Use Only Approved by Checked by

SIGN HERE

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 12/09

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified," with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location Of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement, and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities [illegible] the alarm condition reported listed under heading "Local Authorities To Be Notified" on the front page of this Agreement by [illegible] telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the [illegible] of Company (hereinafter, collectively, called the "Service"), provided, however, that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported, and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated [illegible] (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page [illegible], (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the [illegible] Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the [illegible] under this Agreement, Subscriber agrees to pay Company the fee (hereinafter called the "fee") set forth under heading "Fees • Term • Payments", on the front page of this [illegible] in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within [illegible] due, Company may impose and collect from [illegible] charge of 5% of the matured amount or $5.00, whichever is more.

B. [illegible] be for [illegible] Term set forth in the heading "Fees • Term • Payments" [illegible] page of this Agreement, and shall be [illegible] renewed [illegible] successive like periods of time thereafter on the [illegible] for the fee and the method of payment thereof to Company) unless either Subscriber or Comp[illegible] the other [illegible] to the contrary at least thirty (30) days prior to the expiration of [illegible] Term or the next [illegible] of this [illegible]. If, for any renewal period after the Initial Term, Company shall determine an increase in the [illegible] of payment is proper, [illegible] prior to the expiration of the period [illegible] to the next renewal period, and [illegible] not so canceled by Subscriber, [illegible] accepted by Subscriber [illegible] during the next renewal period and all [illegible] changed in accordance with this [illegible].

C. Subscriber [illegible] under this Agreement (i) if Subscriber shall [illegible] any installment of the fee within ten (10) days after due, [illegible] to [illegible] with any term, provision or [illegible] Agreement, other than the payment of installment of the [illegible] ten (10) days after [illegible] thereof to Subscriber, or (iii) to the extent permitted by law, [illegible] are commenced against [illegible].

Upon the occurrence [illegible] of [illegible]. Company shall have the [illegible] sole discretion to, without any notice or demand [illegible], (i) [illegible] Service [illegible] recover then matured installments of the fee [illegible] termination, including the cost of [illegible] of the [illegible] or (ii) recover then [illegible] from Subscriber and continue the Service to Subscriber, in [illegible] shall be entitled to [illegible], in [illegible] installments of the fee due, the fees due under this [illegible] Service. Pursuit by Company [illegible] of the [illegible] remedies shall not preclude pursuit of any of the [illegible] provided or any other remedies [illegible] law, nor shall pursuit of any remedy herein provided constitute a for[illegible] of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Ag[illegible]. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, [illegible] on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonably [illegible]. The Company has and assumes no liability for interruption of Service due to strike, riots, floods, fires, casualty, [illegible] acts of God, or any other causes beyond the [illegible]. Company will not be required to supply Service to a [illegible] while interruption of Service is due to any such cause whether [illegible] or the monitoring location of Company. Since [illegible] alarm devices to company are usually received by means of the [illegible] system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. [illegible] of Service and response times are, to the extent, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which [illegible] emergency and unnecessary. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If [illegible] reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency [illegible], Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUM VENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no [illegible] to Subscriber, or to anyone claiming [illegible] for the [illegible], except to the extent specified in Paragraph [illegible]. Subscriber ack[illegible] designed to provide insurance coverage. COMPANY [illegible] GUARANTY, REPRESENTATION OR WARRANTY, INCL[illegible] MERCHANTABILITY OR FITNESS FOR A [illegible] OTHERWISE, TO SUBSCRIBER, THAT TH[illegible] LOSS OF LIFE, PERSONAL INJURY, PROP[illegible] OR ANY OTHER LOSS BY BURGLARY, ROB[illegible] OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.

SIGN HERE

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, [illegible] may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, [illegible] other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the P[illegible] may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or [illegible];

(2) the uncertainty of the response time of any police or fire department, should the police or fire de[illegible] be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person [illegible] Subscriber or any other third party, makes any claim or commences any action against Company related [illegible] regardless of cause or origin, [illegible] based upon or due to alleged defects, [illegible] product liability, breach of [illegible] Subscriber agrees [illegible] against all Losses in excess of [illegible] limits provided in Paragraph [illegible] of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT *CONSTITUTES THE ESSENCE* OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement or sub contract [illegible] under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and [illegible] acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. [illegible] further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise [illegible] rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be [illegible] in this Agreement to the same extent as Company's [illegible] after notice from Company to do so, Subscriber will perform [illegible] this Agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such [illegible] or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of [illegible] by reason of breach of this Agreement or otherwise which Subscriber may now or hereafter have as against [illegible] the right to have recourse directly against Company on account of any such defenses or claims; and (iii) if [illegible] all rights under this Agreement [illegible] thereof to Subscriber, then Company shall be released from and [illegible] of such Agreement or further [illegible] Agreement (such provision not altering the provisions of clause (ii) above); and, (iv) Subscriber shall execute and [illegible] and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and [illegible] by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, [illegible] or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be [illegible] so mailed, and any notice so sent by rapid [illegible] shall be deemed to be given when receipt of such [illegible] is acknowledged by the receiving operator or equipment, [illegible] so delivered in person shall be deemed to be [illegible] Subscriber or Company, as the case [illegible]. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by [illegible] postage [illegible] in the introductory [illegible] of this Agreement (or such other address as Subscriber [illegible] of this Paragraph A) and [illegible] so addressed and [illegible] to be given when so mailed.

B. This [illegible] the laws of the State of Texas and the United States of America. This Agreement may not be changed [illegible] change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this [illegible] representations, [illegible] and discussions [illegible] and [illegible] made to [illegible] the execution and delivery of this Agreement. Headings [illegible] convenient reference only and shall not modify, [illegible] the intents [illegible]. The [illegible] shall be construed as masculine, feminine [illegible] or plural, as the occasion may require. Unless the context otherwise specifies or requires, the [illegible] defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits [illegible] hereto and all documents [illegible] incorporated in and made a part of this Agreement as [illegible]. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed [illegible] provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
2699		Pat

SUBSCRIBER

NAME: Hidalgo Co. Precinct #2
ADDRESS: 301 E. State St. (STREET) SUITE/APT. NO.
CITY: Hall STATE: TX ZIP CODE: 78577
TEL NO: 956 287-4941
FAX NO: ( ) S. S. NO.
TDL#

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 630-2434

LOCATION OF ALARM DEVICES

Physical Address: Same City: State: Zip:
Directions to Subscriber's Location: * Shop Area *

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☒ Burglar ☐ Panic ☒ Low Batt ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Pharr P.D	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Sgt. Rafael Pardo	(956) 588-0180 ( )	( )	
2	Deputy Rosendo Beltran	(956) 457-9560 ( )	( )	
3	Deputy Leobardo Ortiz	(956) 445-8809 ( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee $ 120.00 + tax

3 No. of payments equal payments of $ 120.00, each payable ANNUALLY on the 1st day of JAN-DEC, beginning JAN 1, and continuing regularly and ANNUALLY thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

ACCEPTED:
By Title
D

SIGN HERE

SIGNATURE OF SUBSCRIBER DATE

For Office Use Only ed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 12/09

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified," with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location Of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions in stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement, and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities To Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, called the "Service"); provided, however, that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported, and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter called the "fee") set forth under heading "Fees • Term • Payments", on the front page of this Agreement in the manner therein set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the required amount or $5.00, whichever is more.

B. This Agreement shall be for the Initial Term set forth in the heading "Fees • Term • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and the method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of Initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due, (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the Service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other fees and damage which Company may suffer by reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber, in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

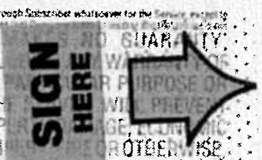
IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof, and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonably impracticable. The Company has and assumes no liability for interruption of Service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to Company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUM VENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company [illegible] designed to provide insurance coverage. COMPANY [illegible] GUARANTY, REPRESENTATION OR WARRANTY, INCL[illegible] WARRANTY OF MERCHANTABILITY OR FITNESS FOR A [illegible] PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT TH[illegible] WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROP[illegible] ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROB[illegible] OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.



E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service (regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise), Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraphs D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement or sub contract its obligations and rights under this Agreement in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that: (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's, (ii) after notice from Company to do so, Subscriber will perform all of the obligations under this Agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may now or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defense or claim), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (which provision not altering the provisions of clause (ii) above) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy, or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communications so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communications so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All notices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the context otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits attached hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts at law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

Requisition

Req # 00169235

PO #

Date: 01/21/10

Consent
19660
2/2/10

Bill To: x
x

Vendor : 265101
SECURITY DEPOT, INC.
ATTN: A/R
P.O. BOX 4281-Q
HOUSTON TX 77210-4281
FAX (956)969-3465

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: S.Z
956-968-8733

Contract No:

Special Instructions:
3065

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00	EACH	OPEN PO FOR ELECTRONIC SURVEILLANCE AT DELTA LAKE PARK OFFICE LOCATED 4 MILES NORTH OF MONTE ALO TX	24.15	265.65
		Account No	Encumbrance	
		0-1211-452-00-121-013-0-413	265.65	
			Freight	.00
			Total	265.65
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-19656 **D.**

Maintenance & Repair for Elevators located in County Owned Buildings

CC CONSENT

Date:	02/02/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet(i.e. requirements, scope of services, legal notice and draft contract etc.) as attached hereto for: Hidalgo County "Maintenance & Repair for Elevators located in County Owned Buildings"for Facilities Management- RFB No.: 2010-038-02-24-MEG

BACKGROUND

Contract expires on 03/03/2010
New contract to commence on 03/04/2010
Proposed schedule:
1st advertisement February 06, 2010
2nd advertisement February 13, 2010
Bid Opening February 24,2010

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available funds as of 01/29/10.

Attachments

Link: Legal Notice, Exhibit A

Link: APPROVAL OF SPECS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 10:31 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 10:54 AM	APRV
3	Olga Garza	Olga Garza	01/29/2010 11:21 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:39 PM	APRV

Form Started By: Elena Gomez — Started On: 01/27/2010 03:00 PM

Final Approval Date: 01/29/2010

REQUEST FOR BIDS

HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY BUILDINGS"

BID OPENING DATE: FEBRUARY 24, 2010

Contact Person:

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

1. Bids will be received for **HIDALGO COUNTY – "MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-038-02-24-MEG HIDALGO COUNTY-"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., MONDAY, FEBRUARY 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-038-02-24-MEG".**
Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"
BID NO.: 2019-038-02-24-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS located in COUNTY OWNED BLDGS"
BID NO.:2010-038-00-00-MEG

SPECIFICATIONS/REQUIREMENTS

SCOPE: This contract is a full service type of contract. Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

GENERAL PROVISIONS

SCOPE OF CONTRACT: This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.
(b) Time of performance (i.e. hours of day, days of week, etc.)
(c) Place of performance of the services.
(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

SITE VISIT: Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Richard Sunday, Director, Hidalgo County Facilities Management at (956)318-2646/ 2647.

LOCATIONS: To the following elevators to be serviced, but not limited to:
POC: Mr. Richard Sunday, Facilities Management
Office 956-289-7858 x4358, Cell 956-457-6116

- **Hidalgo County Administration Building**
  100 E. Cano
  Edinburg, Texas 78539

  4 Elevators: At the Hidalgo County Old Administration Building
  - (2) Main lobby/Courtyard (hydro-electric)
  - (1) County Judge Office on the north side-(small hydro-electric)
  - (1) Non-functioning elevator on the south side, across the hall from County Judges Office (small, hydro-electric).

Hidalgo County Courthouse Building
100 N. Closner (HSO Substation)
Edinburg, TX 78539

4 Elevators: At the Hidalgo County Courthouse

- (2) Main lobby west side (cable-electric type)

NOTE: Both elevators recently modernized, and the free service agreement expires on:
#1 elevator expired on 10/24/09 (left)
#2 effective until on 03/03/10 (right)

- (2) Are located on the northeast side and are (hydro-electric types)

❖ **Hidalgo County Clerk Warehouse**
317 N. Closner
Edinburg, Texas 78539

1 Elevator

- (1) elevator at the County Clerks Warehouse (hydro-electric type)

REQUIREMENTS: During the term of this contract, and upon expiration of any free service agreements for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contented in this Procurement Packet for set this project.

EQUIPMENT: The following is a list of equipment to be serviced.

(A) HYDRAULIC ELEVATORS: Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packaging and packing gland, guide rails and guide shoes.

REPLACEMENT PARTS: Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

(a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

(b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) ELECTRIC ELEVATORS: Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire reopens, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibes or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. He shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Facilities Management Director Mr. Richard Sunday, stating the nature of the unsafe condition and recommended corrective action necessary.

EXCLUDED ITEMS: Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS: Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS:
Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS:
Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Facilities Management or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director, Hidalgo County Facilities Management, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Vendor shall provide immediate response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Facilities Management, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING: Vendor and designated representative of Hidalgo County Facilities Management, Mr. Richard Sunday Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points F of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES: Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS: Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

Hydro-Electric
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE: The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF VENDOR: (a) the vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract. (b)Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

NEW SITES: The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. Any contract awarded to a successful bidder 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.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.

7. 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.

8. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

9. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

A. Market Volatility and Unit Price Adjustments:

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

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

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

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

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, date, month day, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. date, month day, 2010

DRAFT

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Mr. Sunday, Facilities Management

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: January 27, 2010

Re: **Bid No. 2010-038-00-00-MEG**-Approval of Specifications for **HIDALGO COUNTY "MAINTENANCE & REPAIR for ELEVATORS LOCATED in COUNTY OWNED BLDGS"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 431

Richard M. Sunday Richard M. Sunday 27 Jan 10
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Tuesday, JANUARY 28, 2010 at 5:00p.m.

Enclosures

AI-19652 **E.**

Renewal/Extension-BFI for Pct. 1

CC CONSENT

Date:	02/02/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the first (1) of two (2) additional one-year (1) terms option as provided in the contract for " Landfill Access" for Precinct No. 1 (C-09-017-02-24) between Hidalgo County and BFI Waste Systems of North American Inc., under the same rates, terms and conditions, effective February 28, 2010, thru March 1, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

PO #633896-Amount available as of 1-28-10 $72,000.00 for BFI Waste Services of Texas, LP.

Attachments

Link: BFI Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:51 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:59 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2010 02:37 PM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:38 PM	APRV

Form Started By: Gricelda Villarreal Started On: 01/27/2010 02:43 PM

Final Approval Date: 01/29/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LANDFILL DISPOSAL SERVICES AGREEMENT
C-09-017-02-24

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the **March 1, 2009**, by and between the County of Hidalgo, Texas ("County") and **BFI Waste Systems of North America, Inc.**

W I T N E S S E T H:

WHEREAS, County has requested that prospective bidders submit bids to permit County to dispose of certain waste products in a Landfill site in the Hidalgo County area pursuant to the terms and conditions of that certain Request for Bids for Landfill Access **(Hidalgo County Precinct No. 1)**, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB Packet"); and

WHEREAS, Contractor has submitted a bid to provide such services dated a copy of which is attached hereto as Exhibit "B" (the "Vendor's Bid"); and

WHEREAS, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

WHEREAS, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Contractor** will accept solid waste from **Precinct No. 1** for a **term of one (1) year for services on "As Needed Basis" only beginning (March 1, 2009), the effective date hereof**. The charge for the acceptance of such waste products shall be **$ 21.50 plus $1.25 Flow Charge** per ton of waste delivered to Contractor's landfill site. Contractor will bill **Precinct No. 1** on a monthly basis for waste received during the preceding calendar month. County may, in its sole discretion, elect to extend the term of this agreement for two (2) additional (1) one-year term(s) by giving notice to Contractor not later than thirty (30) days prior to the expiration of the initial one- year term hereof.

2. **Contractor** will accept solid waste from the following location: **Precinct No.1**. A copy of Contractor's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Contractor will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste

from **Precinct No. 1**, title to such waste will be transferred to Contractor, and Contractor will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Contractor agrees, by accepting waste from County hereunder, that such waste is of a class or type which Contractor may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

3. This Agreement is for the acceptance and disposal of solid waste materials for **Precinct No. 1** only. Delivery of solid waste materials to such location shall be at the sole cost and expense of **Precinct No. 1**.

4. ~~Contractor acknowledges that County is the operator of one or more landfill sites in Hidalgo~~ County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Contractor.

5. Contractor shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement :

   A. A $500,000 comprehensive general liability policy with limits of at least $300,000 per person and $500,000 per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to $500,000, in accordance with the Texas Tort Claims Act; (coverage and in the amounts described in Exhibit "C")
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance, naming County as an additional insured, shall be submitted to the County for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

6. Contractor represents and warrants that it possesses a current Type 1 landfill permit, and any and all other permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for each of the locations described in paragraph 2 above. Contractor further represents and warrants that it will dispose of all waste delivered to and accepted by it in a manner consistent with its permits and all applicable laws and regulations. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the disposal of waste at the locations described in paragraph 2, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to the locations described in paragraph 2, above.

7. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless

of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was County's or Contractor's or that of any person providing services hereunder by or through Contractor or County. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

8. **Miscellaneous Provisions:**

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

8.02 **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.

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

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

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

If to County:
Hon. Juan D. Salinas
County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor:
BFI Waste Systems of North America, Inc.
PO Box 1217
La Feria, Texas 78559

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.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the_____ day and

_____year first above written.

Approved As To Form:

By: Antonio Mendoza
Antonio Mendoza
Assistant District Attorney
Date: 02-20-09

COUNTY OF HIDALGO, TEXAS

By:
Juan D. Salinas III, County Judge
Date: 3-3-09

ATTEST:

Arturo Guajardo Jr., County Clerk

Date: 3-3-09

Contractor: ~~BFI Waste Systems of North America, Inc.~~

By: _____

Printed Name Reynaldo Alegria

Title: Sales Manager

Date: 3-05-09

EXHIBIT "A"

RFB PACKET

HIDALGO COUNTY

BID NO.: 2009-017-02-18CGV

Exhibit "A"
"LANDFILL ACCESS FOR PRECINCT NO. 1"

INFORMATION TO BIDDERS:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

- All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SPECIFICATIONS/TERMS AND CONDITIONS:

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type 1 permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession & entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not possesses a Type 1 permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.

4. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications and to continue at all times in force in effect during the term of any such contract.

   A. A $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;

   B. Workers compensation insurance as required by applicable law;

   C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;

   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and

   E. Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

5. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;

6. **Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.**

7. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforseen delay in award of new bid for next contract term.

8 All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Term:

Awarded bidder will accept solid waste from Precinct No. 1 for a term of one (1) year for services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

Market Volatility and Unit Price Adjustments:

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

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

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

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

demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

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

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, February 13, 2009.**

EXHIBIT "B"

VENDOR BID PAGE FORM

HIDALGO COUNTY
"LANDFILL ACCESS FOR PRECINCT NO. 1"
BID NO.: 2009-017-02-18CGV
EXHIBIT "B"

BID PAGE FORM

PRICE PER TON: $21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: $1.25 Per ton

VENDOR NAME: BFI Waste Systems of America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE NO.: (800) 423-7316 **FAX NO.:** (956)428-2045 **CELL NO.:** (956)495-4236

AUTHORIZED SIGNATURE:

TITLE: General Manager

DATE: 2-18-09

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

ADDITONAL INFORMATION:

Term: One (1) year, on an **"As Needed Basis"** with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

EXHIBIT "C"

INSURANCE REQUIREMENTS

- CERTIFICATE OF INSURANCE
- PERMIT TYPE I

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2009

PRODUCER	877-945-7378
Willis NRB 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	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	NAIC#
Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054	INSURER A: Zurich American Insurance Company	16535-007
	INSURER B: American Zurich Insurance Company	40142-001
	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	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	GLO594527700	1/1/2009	6/30/2009	EACH OCCURRENCE	$ 3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 3,000,000
						GENERAL AGGREGATE	$ 10,000,000
						PRODUCTS - COMP/OP AGG	$ 5,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BAP594527600	1/1/2009	6/30/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC594527300	1/1/2009	6/30/2009	X WC STATU-TORY LIMITS [ ] OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC594527400	1/1/2009	6/30/2009	E.L. EACH ACCIDENT	$ 1,000,000
						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

FOR BID PURPOSES ONLY / DIV # L64 - Named Insured Includes BFI Waste Systems of North America, LLC

CERTIFICATE HOLDER

County of Hidalgo
ATTN: County Purchasing Agent
2812 South Business Highway 281
Edinburg, TX 78539

CANCELLATION Statutory Action Non-Payment

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

John B. Jacobs

PORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 02/10/2009

PRODUCER	877-945-7378	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.	
Willis HRH 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054	INSURER A Zurich American Insurance Company	16535-007
		INSURER B American Zurich Insurance Company	40142-001
		INSURER C	
		INSURER D	
		INSURER E	

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

Employers Liability (Stop Gap) coverage for Monopolistic States is included.

Allied Waste North America, Inc. and it's subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. An approved Indemnity Plan has been filed with the Texas Department of Insurance therefore they are not required to carry Workers' Compensation insurance in Texas. A certificate referencing the Texas Excess Employers Indemnity policy can be provided upon request. The policy provides both Employers Liability and Excess coverage for the approved Indemnity plan.

Certificate Holder is an additional insured on liability policies if required by written contract.

ORIGIN
1948
A-

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

PERMIT FOR MUNICIPAL SOLID WASTE MANAGEMENT SITE
issued under provisions of Texas Health & Safety Code Ann. Chapter 361 (Vernon)

DOCKET 1998-1254-MSW

Permit No. MSW-1948A

Name of Permittee and Site Owner:	BFI Waste Systems of North America, Inc. P.O. Box 201690 San Antonio, Texas 78220
Facility Name:	BFI Rio Grande Valley Landfill
Classification of Site:	Type I Municipal Solid Waste Management Facility
Waste to be Accepted:	Municipal Solid Waste, Class 1 Industrial Waste, Class 2 Industrial Waste, Class 3 Industrial Waste and Special Waste.

The permittee is authorized to store, process, and dispose of waste in accordance with the limitations, requirements, and other conditions set forth herein. This amended permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Natural Resource Conservation Commission. This permit will be valid until canceled, amended, or revoked by the Commission, or until the site is completely filled or rendered unusable, whichever occurs first.

APPROVED, ISSUED AND EFFECTIVE in accordance with 30 Texas Administrative Code Chapter 330.

ISSUED DATE: JAN 10 2002

For the Commission

AI-19651 **F.**

Authority to advertise - Mosquito Control Chemicals

CC CONSENT

Date:	02/02/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. requirements, scope of services, legal notice and draft contract etc.) as attached hereto for: Hidalgo County Health and Human Services for - "Mosquito Control Chemicals" RFB No.: 2010-045-02-00-SMA.

BACKGROUND

Contract expires on 04/10/2010
Proposed schedule:
1st advertisement February 06, 2010
2nd advertisement February 13, 2010
Bid Opening February 24,2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-609

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

BUDGETARY IMPACT:

Available balance as of 1-29-10 $11,000.00

Attachments

Link: Memo, Legal Notice,Exhibit A and Draft Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:50 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 11:38 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:37 PM	APRV

Form Started By: Elena Gomez Started On: 01/27/2010 02:42 PM

Final Approval Date: 01/29/2010

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

MEMORANDUM

To: Eduardo Olivarez, Chief Administrator
Hidalgo Cty. Health & Human Services

Attn: Josie Escalante **via email:** josie.escalante@hchd.org

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: January 22, 2010

Re: Bid No. 2010-045-02-00-SMA-Approval of Specifications for "Purchase of MOSQUITO CONTROL CHEMICALS"-HIDALGO COUNTY HEALTH AND HUMAN SERVICES

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If the specifications are **NOT** met, make any and all additional modifications necessary and return the revised copy to purchasing department.

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

APPROVE X	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: X YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 0-1100-441-00340-001-0-609 ZB

	Eduardo Olivarez	Health + Human Serv	1/26/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, January 26, 2010 @ 12:00 p.m.

Enclosures

Bid No: 2010-045-02-00	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES "PURCHASE OF MOSQUITO CONTROL CHEMICALS"

BID OPENING DATE: FEBRUARY 00, 2010

Contact Person:

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

1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES – PURCHASE OF MOSQUITO CONTROL CHEMICALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2010-045-02-00-SMA- HIDALGO COUNTY HEALTH AND HUMAN SERVICES –PURCHASE OF MOSQUITO CONTROL CHEMICALS** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, FEBRUARY 00, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-045-02-00-SMA- PURCHASE OF MOSQUITO CONTROL CHEMICALS."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

   of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES–PURCHASE OF MOSQUITO CONTROL CHEMICALS"** 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:

Attn: Eduardo Olivarez
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
1304 S. 25th Street
Edinburg, Tx 78539
(956) 383-6221

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**February 00, 2010**
Award of Contract	_____, 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 & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"PURCHASE OF MOSQUITO CONTROL CHEMICAL"
BID NO.: 2010-045-02-00-SMA

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
REQUEST FOR BID
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"

RFB: 2010-045-02-00-SMA

DRAFT

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Purchase of Mosquito Control Chemicals"

Bid No. 2010-045-02-00-SMA

BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Purchase of Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

2. All "Purchases Of Mosquito Control Chemicals" will be on an **"as needed basis."** There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **Description of items:** **The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

Item #	Description:
1.	Permanone **or equivalent**, ready to use insecticide to contain: -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	Summit B.t.i. Briquets **or equivalent** to contain: -Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

5. **Delivery Charges:** **All delivery, unloading of product and freight charges,** shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg, Texas 78539 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten.

6. **Bid Prices:** Bid price shall be per unit, packed with unbroken seals that are sealed by the manufacturer.

7. **Bid Award:** Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for "Purchases Of Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so. The County of Hidalgo reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. **Purchase Orders:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will no be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department. Purchase orders for "Purchase OF Mosquito Control Chemicals" will be released to the successful bidder(s) on **an as-needed basis.** **MINIMUM ORDERS ARE NOT ACCEPTABLE.**
Hidalgo County reserves the right to purchase specified mosquito control chemicals whenever necessary through the Texas Building and Procurement Commission (TBPC) term contract if available.

9. **Contract Term:** Bid prices shall remain firm for a period of one year, from the award date with the County's option to extend for an additional sixty (60) day Grace Period.

10. **Insurance Requirements:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, February *00, 2010, 5:00 P.M.*
Responses will be sent to all applicants via facsimile or e-mail by no later than, ***5:00 P.M., February 00, 2010.***

REQUIREMENTS AGREEMENT
C-00-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between_____,("Seller") and **HIDALGO COUNTY, TEXAS** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"MOSQUITO CONTROL CHEMICALS,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"MOSQUITO CONTROL CHEMICALS"** in an area of Hidalgo County projects for a period of one year from the effective date of this Agreement. and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

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

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

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

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

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

If to Buyer:

HIDALGO COUNTY
ATTENTION: COUNTY JUDGE
100 E. CANO, 2ND FLOOR
EDINBURG, TEXAS 78539

If to Seller:

COMPANY NAME
ATTN: CONTACT PERSON
ADDRESS
CITY, STATEZIP CODE

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.

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

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

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

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

HIDALGO COUNTY

By:_____
Rene Ramirez, **County Judge**

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Approved as to form:
Atlas & Hall, L. L. P.

By: _____

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AI-19646 **G.**

BCAP Change Order No.3 Citriana Village Subdivision Pct. No. 2
CC CONSENT

Date:	02/02/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Change Order No. 3 with contractor Closner Construction Co. LC for Citriana Village Subdivision, Pct. No. 2 reflecting a request for an extended amount of days due to rain and wet days as submitted through project engineer Cruz-Hogan Consultants. (C-CAP-2009-183-05-19)

BACKGROUND

Additional days (23) for a new total of (163) calendar days.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No change on Contract amount.

No Fiscal Impact.

Attachments

Link: Change Order No. 3 Citriana Village Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/27/2010 02:17 PM	APRV
2	Purchasing Department	Marty Salazar	01/28/2010 09:46 AM	APRV
3	Budget & Management	Erika Zamora	01/28/2010 09:56 AM	APRV
4	Roland Garcia	Rolando Garcia	01/28/2010 03:01 PM	APRV
5	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Marcie Jackson Started On: 01/27/2010 02:01 PM

Final Approval Date: 01/29/2010

CHANGE ORDER NUMBER THREE (3)

Project: Road and Drainage Construction for Citriana Village Subdivision

DATE OF ISSUANCE: January 12, 2010 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-2009-183-05-19

CONTRACTOR: Closner Construction Co. LC ENGINEER: CRUZ-HOGAN Consultants, Inc.

You are directed to make the following changes in the Contract Documents.

Description: 1. Request for an extended amount of days

Reason for Change Order: 1. Request made due to rain and wet days

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ $ 322,888.69		Original Contract Time for Substantial Completion: 120 calendar days or dates
Net Changes from previous Change Order $ $ -		Net Change from previous Change Orders 23 calendar days
Contract Price prior to this Change Order $ $ 322,888.69		Contract Time prior to this Change Order Substantial Completion: 143 calendar days or dates
Net Increase(decrease) of this Change Order $ $ -		Net Increase(decrease) of this Change Order 20 calendar days
Contract Price with all approved Change Orders $ $ 322,888.69	Net % increase(decrease)from original contract price. 0%	Contract Time with all approved Change Orders Substantial Completion: 163 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1/18/10	Date: _____	Date: _____

AI-19636 **H.**

Renewal/Extensions Of Contracts

CC CONSENT

Date:	02/02/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms and conditions for the following:

1. C-07-274-02-21-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Chief Physician Services-First (1st year) of two(2)-one(1) year extension with Dr. Marin Garza;

2. C-09-034-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Professional Psychologists-First (1st year) of two(2)-one (1) year extension with Xavier Martinez, PhD;

3. C-09-034A-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Professional Psychologists-First (1st year) of two(2)-one (1) year extension with Roy E. Cain, PhD;

4. C-035-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Sex Offender Treatment Provider(s)-First (1st year) of two(2)-one (1) year extension with Steven J. Zak, PhD;

5. C-035A-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Sex Offender Treatment Provider(s)-First (1st year) of two(2)-one (1) year extension with Jerry Amaya, MS, LMFT, LSOTP;

6. C-09-103-05-19-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Professional Psychologist(s)-First (1st year) of two(2)-one (1) year extension with Ramiro R. Ramirez, PhD;

7. C-09-378-10-27-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Expansion to Existing Pool for Licensed Sex Offender Treatment Provider(s)-First (1st year) of two (2)-one (1) year extension with Blanche Kelly, LPC, LSOTP.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available balance as of 1/28/10 is $53,291.00.

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 1/28/10 is $119,313.00.

Attachments

Link: C-07-274-02-21-MARIN GARZA

Link: C-09-034-02-17-XAVIER MARTINEZ

Link: C-09-034A-02-17-ROY CAIN

Link: C-09-035-02-17-STEVEN J. ZAK

Link: C-09-035A-02-17-JERRY AMAYA

Link: C-09-103-05-19-RAMIRO RAMIREZ

Link: C-09-378-10-27-BLANCHE KELLY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:38 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:54 AM	APRV
3	Perla Lopez	Perla Lopez	01/28/2010 02:08 PM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:31 PM	APRV
5	Martha Salazar		01/29/2010 05:27 PM	NEW

Form Started By: Vangie Garcia Started On: 01/26/2010 04:59 PM

Final Approval Date: 01/29/2010

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

January 26, 2010

Marin Garza, MD
PO Box 180
Linn, Texas 78563

Re: C-07-274-02-21-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Chief Physician Services"

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 2, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, January 27, 2010,** via facsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 1/27/10

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-07-274-02-21

THIS AGREEMENT is made as of the 21st day of, February, 2008 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (the "County") and **Marin Garza, M.D.** (the "Chief Physician") to serve at the pleasure of The Board of Judges Meeting.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as chief physician for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center (the "Juvenile Justice Center") more specifically set forth hereinafter; and

WHEREAS, Chief Physician has agreed to provide the services enumerated hereinafter for the Hidalgo County Juvenile Probation Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Chief Physician agree as follows:

1. Chief Physician agrees to provide to County and its Juvenile Probation Department (the "Department") the services required of a Chief Physician for the Juvenile Justice Center. These services include, but are not limited to:

a. Providing and maintaining a medical license under which all medical activities of the Juvenile Justice Center will take place.

b. Providing standing delegation orders to nurse practitioners and nurses;

c. Supervising medical procedures.

d. Conducting physical examinations of the detainees as required by the Juvenile Justice Center.

e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center.

f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, radiology tests (i.e. X-rays for all detainees) performed on Hidalgo County detainees involving and/or subject to tuberculosis;

g. Oversee at the sole cost and expense of the Juvenile Justice Center, to be on call 24 hr a day, 7 days a week except when accepted coverage is provided and a minimum of two (2) consecutive sick call hours twice a week, for all detainees at the Juvenile Justice Center who require medical services. The Chief Physician will coordinate with the R.N. Supervisor or, LVN Supervisor and/or Infirmary Administrator, the organization of additional clinic visits by a detainee for follow-up medications, treatments and similar requirements.

h. Chief Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served.

i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to Sick Call.

j. Chief Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the detention center;

k. Chief Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Department or the Texas Juvenile Probation Commission.

l. Chief Physician shall permit the Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

m. Chief Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Juvenile Justice Center;

n. Chief Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such drugs are not in the best interest of the patient as is deemed by the Chief Physician;

o. The Chief Physician agrees to provide and maintain a Texas Controlled Substance Registration Certificate listing the Juvenile Detention Centers' physical address in order to maintain and store/stock medications as needed by the Chief Physician and Juvenile Justice Center's infirmary.

2. **Chief Physician's Covenants and Warranties:** Chief Physician makes the following representations and warranties to County:

2.1 Licensure. Chief Physician is duly licensed to practice medicine in the State of Texas.

2.2 Suspension of License. Chief Physician has not practiced medicine in any state in which his/her license has ever been suspended or revoked.

2.3 Discipline. Chief Physician has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

2.4 Malpractice Judgment. There has never been entered against Chief Physician in a final judgment in a malpractice action having and aggregate award to the plaintiff in excess of $10,000.00.

2.5 Settlement. No action based on an allegation of malpractice by Chief Physician has ever been settled by payment to the plaintiff on an aggregate amount in excess of $10,000.00

2.6 Membership Denial. Chief Physician has never been denied membership or re-appointment of membership on the medical staff to any hospital, and no hospital medical staff membership or clinical privileges of

Chief Physician have ever been suspended, curtailed, or revoked.

3. **Payment Terms.** As consideration for the above and foregoing, County agrees to pay Chief Physician the sum of $3,000.00 per month. Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. **Independent Contractor.** Chief Physician must comply with all applicable laws and regulations of the State of Texas and Hidalgo County and with all Juvenile Justice Center policies. Notwithstanding the foregoing sentence, Chief Physician, at all times will act as an Independent Contractor providing the services and will not act or hold himself/herself out to third parties as an employee or agent of County in the provision of the services under this Agreement. The County shall not control how the services or the details of the services are provided and/or achieved. Chief Physician represents and maintains that he/she is an independent Contractor and is not an employee of County, the Juvenile Justice Center, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Juvenile Justice Center and/or any agency of County. County will not withhold income tax or Social Security tax on behalf of the Chief Physician or any of Chief Physician's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the

County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Chief Physician will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

5. Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

6. **Insurance.**

6.1 Professional Liability Insurance. At all times during the term of this Agreement, Chief Physician will carry professional liability insurance in the amount of $ 500,000.00 at Chief Physician's expense. Chief Physician will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

6.2 Automobile Insurance. Chief Physician shall also provide proof of automobile liability insurance coverages with the limits of at least $300,000.00/$500,000,00 and shall include injury or death of person and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

6.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Chief Physician shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of

such coverage shall be immediately furnished to the County on request by the County.

7. Indemnification

7.1 Chief Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Chief Physician's or that of any person providing services hereunder through or for the Chief Physician. Upon written notice from the County, the Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Chief Physician will carry proper insurance with the County as an additional named insured.

7.2 To the extent provided for by law, the County will indemnify and hold the Chief Physician harmless from any and all claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

8. Non-Assignment. Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

9. **Term.** The term of this Contract shall be for a period of two (2) years and shall commence on February 21, 2008 and end on February 20, 2010, with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions.

10. **Termination.** County and Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Chief Physician agrees to give County thirty (30) days notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Chief Physician agrees to continue as Chief Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract with or without cause upon thirty (30) days written notice to Chief Physician.

11. **Coverage.** Chief Physician will be responsiblefor making arrangements acceptable to, and at no additional expense to the County, for adequate coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Chief Physician shall remain responsible for the services at all times during the term of this Agreement. However, the parties agree that the Chief Physician may have a qualified substitute physician render the services. Chief Physician must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of services should Chief Physician not be available for a period exceeding twenty-four (24) hours. FAILURE TO

PROVIDE ADEQUATE COVERAGE AS DESRCIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINDATED WITHOUT PENALTY. While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician that Chief Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Chief Physician, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this Agreement effective immediately.

12. **Texas Law to Apply.** This Agreement shall be constructed 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.

13. **Notice.** 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, Texas
Attention: Board of Judges
100 N. Closner, Second Floor
Edinburg, Texas 78539

If to Chief Physician: Marin Garza, MD
PO Box 180
Linn, TX 78563

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.

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

Approved by The Board of Judges Meeting of Hidalgo County on the **21st** day of **February, 2008.**

Approved as to form:

Atlas & Hall, LLP

By: _____
Steve L. Crain

HIDALGO COUNTY JUVENILE BOARD

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

Date: 3-11-08

By: _____
Israel "Buddy" Silva, Director
Juvenile Probation

Date: 3-11-08

CHIEF PHYSICIAN:

By _____
Marin Garza, M.D.
Date: 3/7/08

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Chief Physician Services for the
Judge Mario E. Ramirez, Jr. Juvenile Justice Center

RFQ No: 07-274-10-10-YSI

Hidalgo County is inviting statements of qualifications from qualified Physicians to provide Chief Physician Services for the Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center hereby referred to as "Juvenile Justice Center". The County of Hidalgo is seeking to enter into a service contract with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Chief Physician Services for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, October 10, 2007. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ No: **07-274-10-10-YSI**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance 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 2802 South Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 03, 2007, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 05, 2007. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying 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.

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

considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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 cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. 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.

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.

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

TERM OF CONTRACT:
The term of the agreement will be for an initial period of two (2) years with the County's option to renew for an additional two (2) one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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

SECTION II - RFQ REQUIREMENTS

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

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter understands 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.

PROJECT OVERVIEW:
The County of Hidalgo must provide a health service authority responsible for health care decisions within the facility in accordance with the Texas Juvenile Probation Commission (see Title 37, Texas Administrative Code, Section 343.10). The County of Hidalgo is seeking to contract these services with a competent well-qualified physician. The physician will organize and oversee the continuum of health care services and shall coordinate detainee's access to health services. The successful candidate must comply with the Texas Juvenile Probation Commission provisions found in Title 37 of the Texas Administrative Code(TAC) Chapter

343.10, "Health Care Services" available at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=37&pt=11&ch=343&rl=10

PHYSICIAN QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician to provide Chief Physician Services for the Juvenile Justice Center. This section contains the minimum requirements to qualify as a competent physician to serve as the Chief Physician for the Juvenile Justice Center, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45 CFR 76, Note that revocation or suspension of the physician's medical license will be cause for immediate termination of the contract;
- Must be or become a member of the Hidalgo County Medical Society;
- Generally, the physician shall be on call 24 hours a day, 7 days a week, except when accepted coverage is provided. The is physician is responsible to have another qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified physician that will provide the services requested within 24 hours of such absence.
- The physician must provide a minimum of two (2) consecutive sick call hours twice a week at the Juvenile Justice Center.

PERSONNEL AND STAFFING:
The Physician should provide an organizational chart for the provision of services and a summary paragraph of the work to be performed by each proposed staff member. Biographic summaries for all proposed personnel shall be provided that highlight the experience relevant to the specific responsibilities. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATION AND SUBMITTAL:
This section will contain any licenses, registrations, certifications as required by Hidalgo County, the State of Texas, etc. including but not limited to those listed below.

- Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of his/her Professional Liability Insurance (malpractice insurance) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

SCOPE OF SERVICES:

The Physician Services contract will encompass all project-related medical services to the Juvenile Justice Center of the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Juvenile Justice Center will take place;
b. Providing standing delegation orders to nurse practitioners and nurses;
c. Supervising medical procedures;
d. Conducting physical examinations of detainees as required by the Juvenile Justice Center;
e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center;
f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Juvenile Justice Center of the results of such tests and examinations, as required by the Juvenile Justice Center including but not limit to, radiology tests (i.e. x-rays for all inmates) performed on Hidalgo County detainees involving and/or subject to tuberculosis;
g. Together with a nurse, provide at the sole cost and expense of the Juvenile Justice Center, will conduct and oversee sick call for all detainees at the Juvenile Justice Center who require medical services. It shall be the duty of the registered nurse supervisor and/or infirmary administrator to coordinate with the physician and organize additional clinic visits by the physician to follow up on medications, treatments and similar requirements;
h. Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served by the physician;
i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to the Juvenile Detention facilities;
j. Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever a detainee's health care requirements are beyond the resources available in the detention center;
k. Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Juvenile Justice Center or the Texas Juvenile Probations Commission.
l. Physician shall permit the Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
m. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Juvenile Justice Center;
n. Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such formulary drugs are not in the best interest of the patient as is deemed by the physician;

PHYSICIAN IS NOT TO PROVIDE A FEE SCHEDULE 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 based on the scope of services.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES:
Evaluation Criteria
The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County Juvenile Board of Judges may elect to narrow the participating providers and request a presentation.

(A) The Hidalgo County Juvenile Board of Judges and/or an Evaluation Committee (selected and/or designated by Board of Judge's) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Juvenile Board of Judge's for the purposes of ranking.

Negotiation Process:
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:
Any contract awarded to a qualified physician will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Chief Physician for the Juvenile Justice Center.

PROPOSAL SUBMITTED TO: **An original and seven (7) copies** of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, October 10, 2007**.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Chief Physician Services for the
Judge Mario E. Ramirez, Jr. Juvenile Justice Center

RFQ No: 07-274-10-10-YSI

EVALUATION CRITERIA

RFQ Evaluation Criteria

The submitter'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. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician's understanding of the project.

3. Experience (20)
The physician meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The physician should provide as much background information as to it's 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.

PURCHASING DEPARTMENT
County Of Hidalgo

January 02, 2008

Marin Garza, MD
34831 Blackbuck Drive
Edinburg, Texas 78541

via e-mail: Docswife722@aol.com & US Mail

Re: RFQ 07-274-10-10-YSI
Chief Physician Services for the Judge Mario E Ramirez, Jr. Juvenile Justice Center

Dr. Garza,

In considering your proposed monthly fee for the above referenced project several factors have been considered.

As a point of reference or guideline, the proposed fee is the same amount currently being paid to you as one of the two (2) physicians providing these very similar (if not exact) services for inmates at Hidalgo County's adult detention facility (county jail). Combined, the two (2) physicians at the adult detention facility average three hundred fifty (350) sick calls per week with the daily average adult detainee population of approximately 1,150.

At full capacity the Judge Mario E. Ramirez, Jr. Juvenile Justice Center's population of 96 is considerably lower.

While we cannot predict the number of sick calls that will occur nor the type of services needed, we can assume the smaller population will result in less services being required.

As an additional piece of information, the Hidalgo County Juvenile Probations Department year to date (12-11-07) has expended $23,949.03 for medical services to local physicians.

Please be advised that the County of Hidalgo respectfully requests a ***"Best and Final Offer"*** on your current proposed monthly fee.

We respectfully request that you submit a "Best and Final Offer" on your proposed monthly fee for the above referenced project no later than 4:00 pm on Friday, January 11, 2007.

Best and Final Offer Monthly Fee: $ 3000.00/month (36,000/year)

Signed: Marin Garza **Marin Garza, MD**

Acknowledge and confirm the "Best and Final Offer" by submitted deadline via fax to (956) 292-7612

Upon receipt of your "Best and Final Offer", Mr. Israel "Buddy" Silva, the Chief Juvenile Probation Officer will present the proposed final negotiated contract to the Honorable Mario E. Ramirez, Jr. for review and consideration. Thereafter the final negotiated contract will be presented at the next regularly scheduled Board of Judges meeting for presentation, discussion and appropriate action. If approved by the Board of Judges, the contract will be executed by yourself and Mr. Silva. Once all these procedures are complete Mr. Silva or a designee will advise you when you may commence your services.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Yvette S. Islas at (956) 292-7000, ext. 4862 or (956) 292-7000, ext. 4874 respectively.

Respectfully,
Martha L Salazar
Martha L. Salazar
Purchasing Agent
cc: Israel "Buddy" Silva, file

Medical Professional Liability Insurance

Certificate Of Insurance

Advocate, MD Insurance of the Southwest Inc.
Claims Made
Physicians and Surgeons Liability Insurance Policy

Named Insured:

Marin Garza, M.D.
1901 S. 24th
Edinburg, TX 78539

Policy Number: TX 12370
Renewal [X] New Policy [ ]

Policy Period:
Effective Date: January 1, 2010 at 12:01 am
Expiration Date: January 1, 2011 at 12:01 am
Retroactive Date: January 1, 2006
Standard time at the address of the Named Insured

Coverage:

Professional Liability
Per Claim Limit of Liability: $500,000
Annual Aggregate Limit of Liability: $1,000,000

Coverage E Medical Board Defense
Per Claim Limit of Liability: $ 20,000
Annual Aggregate Limit of Liability: $ 60,000

Specialty: General Practice No Surgery

Disclaimer

The insurance afforded under this policy is subject to all terms, exclusions and conditions of the insurance policy. Should coverage be amended, altered or canceled, the obligation to notify the certificate holder, if any, is solely that of the insured and failure to provide such notice shall impose no obligation or liability of any kind upon Advocate, MD Insurance Company of the Southwest Inc., its agents or representatives.

Countersigned: Donna J. Parker
AUTHORIZED REPRESENTATIVE

Issue Date: December 15, 2009

Advocate, MD Insurance of the Southwest Inc.
811 Barton Springs Road, Suite 800, Austin, TX 78704
800-686-2734 Main (512) 275-1830 Local (512) 275-1240 Fax
WWW.ADVOCATEMD.COM

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

MARIN GARZA
PEGGY B GARZA
COL USA RET
PO BOX 180
LINN TX 78563-0180

fold

MARIN GARZA
PEGGY B GARZA

Insurance Company		
UNITED SERVICES AUTOMOBILE ASSN		
Policy Number	**Effective Date**	**Expiration Date**
01271 78 50U 7101 7	08/16/09	02/16/10
Vehicle Make/Model/Vehicle Identification Number		**Year**
CHEV AVALANCHE 3GNEC12J38G217324		2008

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

back

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Additional copies available at usaa.com.

POLICY SERVICE (800) 531 8111
CLAIMS (800) 531-8222

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

January 25, 2010

Xavier Martinez, PhD
2104 Remington Avenue
Edinburg, Texas 78539

Re: C-09-34-02-17-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Licensed Professional Psychologists"

Dear Mr. Martinez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 2, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, January 27, 2010, via facsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ PhD. Date: 01/26/2010

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

Xavier Martinez, Ph.D.

LICENSED PSYCHOLOGIST
2104 REMINGTON AVENUE
EDINBURG, TX 78539
TELEPHONE: (956) 380-1300
FAX: (956) 380-0004
E-MAIL XMARTINEZ1208@MSN.COM

An Independent Provider of Professional Psychological Services Since 1989

FACSIMILE COVER SHEET

DATE : 01/26/2010

TO : Evangelia Garcia

RECIPIENT'S FAX NO. : Hidalgo County Purchasing Dept.
956-318-2629

OF PGS. TRANSMITTED : 4 (including cover)

SUBJECT :

MESSAGE :

THE DOCUMENT(S) ACCOMPANYING THIS TELECOPY TRANSMISSION CONTAIN(S) CONFIDENTIAL INFORMATION THAT IS SOLELY FOR THE USE OF RECIPIENT NAMED ABOVE. IF YOU RECEIVE THIS IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE ORIGINAL DOCUMENT(S) TO US. YOU ARE NOTIFIED THAT ANY DISCLOSURE, REPRODUCTION, OR DISTRIBUTION FOR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TELECOPIED INFORMATION IS STRICTLY PROHIBITED. THANK YOU FOR YOUR COOPERATION.

If you have any questions regarding this material or if you did not receive all the pages as indicated above, please contact us at (956) 380-1300. Thank You.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February, 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Xavier Martinez, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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

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

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

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

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

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

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

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

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

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding

confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

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

Psychological Evaluations	up to $425.00 Maximum per Evaluation
Psychological Evaluations Update/Addendum	up to $250.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

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

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

responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

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

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

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

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

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

this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

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

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

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

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

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

If to Department:	Hidalgo County Juvenile Probation Department Attention: Israel "Buddy" Silva P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Xavier Martinez, PhD 2104 Remington Avenue Edinburg, Texas 78539

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

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

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

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

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

HIDALGO COUNTY JUVENILE BOARD

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

CONTRACTOR:

_____
Xavier Martinez, PhD

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

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

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-034-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-034-01-28-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 RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals 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 14, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 16, 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. 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.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

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

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who are qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

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

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

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

7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

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

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

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

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

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qu alifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or

other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

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

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

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, January 28, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychological Evaluations- Up To $425.00 Maximum Per Evaluation
2. Psychological Evaluations-Update/Addendum-Up To $250.00 Maximum Per Evaluations
3. Individual And/Or Family Counseling-Up to $85.00 Maximum Per client Per Hour
4. Group Counseling-Up To $28.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

DARWIN NATIONAL ASSURANCE COMPANY

11/20/09 - A Psychologists' Professional Liability Policy

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

*** RENEWAL ***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: 5010-6157 ACCOUNT NO: TX-MARX350-0 0162790C

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

XAVIER MARTINEZ, PH.D.
P O BOX 334
LINN, TX 78563

ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:

ITEM 3. POLICY PERIOD: FROM: 02/01/10 TO: 02/01/11
12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

(a) $ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE

(b) $ 5,000 COSTS RELATED TO ANY SINGLE PROCEEDING

(c) $ 1,000,000 AGGREGATE, FOR ALL CLAIMS AND ALL PROCEEDINGS

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
1ST PSYCHOLOGIST	1	700.00	700.00
INDEPENDENT CONTRACTORS	1	11.00	11.00
DEFENSE LIMIT			.00
		TOTAL PREMIUM:	640.00

ITEM 6. RETROACTIVE DATE: 02/01/92

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM (if exercised):$ 1,120.00 SCHEDULED RATING CREDIT INCLUDED

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY

PRGE2000 (3/2006) PRGe1106 (10/2006)

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.

PRGE2005 (3/2006)

AUTHORIZED COMPANY REPRESENTATIVE
American Professional Agency * 95 Broadway, Amityville, NY 11701

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

January 25, 2010

Roy E. Cain
801 Quince Ave, Suite 10
McAllen, Texas 78501

Re: C-09-034A-02-17-Judge Mario E. Ramirez, Jr. Juvenile Justice Center
For Licensed Professional Counselor(s)

Dear Mr. Cain:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 2, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, January 27, 2010,** viafacsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February, 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Roy E. Cain, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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

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

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

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

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

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

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

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

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

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding

confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

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

Psychological Evaluations	up to $425.00 Maximum per Evaluation
Psychological Evaluations Update/Addendum	up to $250.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

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

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

responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

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

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

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

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

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

this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

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

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

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

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

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

If to Department:	Hidalgo County Juvenile Probation Department Attention: Israel "Buddy" Silva P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Roy E. Cain 801 Quince Ave, Suite 10 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 addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

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

HIDALGO COUNTY JUVENILE BOARD

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

CONTRACTOR:

Roy E. Cain

Roy E. Cain, PhD

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

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

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-034-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-034-01-28-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 RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals 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 14, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 16, 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. 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.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

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

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who are qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

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

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

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

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

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qu alifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or

other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

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

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

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, January 28, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychological Evaluations-Up To $425.00 Maximum Per Evaluation
2. Psychological Evaluations-Update/Addendum-Up To $250.00 Maximum Per Evaluation
3. Individual And/Or Family Counseling-Up To $85.00 Maximum Per Client Per Hour
4. Group Counseling-Up To $28.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

January 25, 2010

Steven J. Zak, PhD
2216 N. 5th Street
McAllen, Texas 78501

Re: C-09-035-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center
Licensed Sex Offender Treatment Provider(s)

Dear Mr. Zak:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 2, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, January 27, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 1/26/10

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **STEVEN J. ZAK, Ph.D.** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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

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

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

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

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

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

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

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

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

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

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

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

Psychosexual evaluations	up to $395.00 Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $125.00 Maximum per Client per hour
Group Counseling	up to $ 45.00 per person Maximum per Client per hour

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

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

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

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

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

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

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

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

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

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

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

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

If to Department:

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

If to Contractor: Steven J. Zak, Ph.D.
2216 N. 5th St
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 addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

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

HIDALGO COUNTY JUVENILE BOARD

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

CONTRACTOR:

_____
Steven J. Zak, Ph.D.

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

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

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2009-035-01-28-YSI

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-035-01-28-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 RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals 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 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. 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.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

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

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

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

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

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

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

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

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

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

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

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

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

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S):** **(30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

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

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

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, January 28, 2009.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up to $395.00
2. Psychosexual Evaluations-Update/Addendum-Up to $200.00 Maximum Per Evaluations
3. Individual And/Or Family Counseling-Up to $125.00 Maximum Per Client Per Hour
4. Group Counseling-Up to $45.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

January 25, 2010

Jerry Amaya, MS, LMFT, LSOTP
2442 Adrian Street
Harlingen, Texas 78552

Re: C-09-035A-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center
Licensed Sex Offender Treatment Provider(s)

Dear Amaya:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 2, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, January 27, 2010**, via facsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **JERRY AMAYA, MA, LMFT, LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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

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

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

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

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

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

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

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

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

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

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

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

Psychosexual evaluations	up to $395.00 Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $125.00 Maximum per Client per hour
Group Counseling	up to $ 45.00 per person Maximum per Client per hour

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

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

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

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

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

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

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

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

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

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

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

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

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

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

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

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

If to Department:

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

If to Contractor:

Jerry Amaya, MS, LMFT, LSOTP
2442 Adrian St
Harlingen, Texas 78552

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

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

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

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

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

HIDALGO COUNTY JUVENILE BOARD

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

CONTRACTOR:

_____
Jerry Amaya, MA, LMFT, LSOTP

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

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

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2009-035-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-035-01-28-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 RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals 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 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. 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.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

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

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

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

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

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

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

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

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

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

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

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

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

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S):** **(30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

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

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

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, January 28, 2009.**

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

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up to $395.00
2. Psychosexual Evaluations-Update/Addendum-Up to $200.00 Maximum Per Evaluations
3. Individual And/Or Family Counseling-Up to $125.00 Maximum Per Client Per Hour
4. Group Counseling-Up to $45.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY
RENEWAL DECLARATION

Attach this renewal declaration to you expiring policy

Policy Number: PHCP056144

Philadelphia Indemnity Insurance Company

Name: Steven J. Zak
Address: 2216 North 5 Street
Address 2:
City, State Zip: McAllen, Texas 78501

Administered By: CPH & Associates
711 S. Dearborn, Suite 205
Chicago, IL 60605

Affiliation: AAMFT
Professional Occupation: MARRIAGE&FAMILY

Policy Terms From: 11/30/2009
Policy Terms To: 11/30/2010

Ending at 12:01 a.m. Standard Time.

	LIMITS OF LIABILITY	PREMIUM
COVERAGE A - PROFESSIONAL LIABILITY COVERAGE		
Individual - Each Incident:	$1,000,000.00	$104.55
Aggregate:	$3,000,000.00	
Association, Partnership or Corporate - Each Incidental	N/A	
Aggregate:	N/A	
COVERAGE B - SUPPLEMENTAL LIABILITY COVERAGE		
Individual - Each Incident:	$1,000,000.00	
Aggregate:	$3,000,000.00	
COMMERCIAL GENERAL LIABILITY COVERAGE		
Each Incident:	N/A	N/A
Aggregate:	N/A	
PROPERTY COVERAGE		
Each Incident:	N/A	N/A
Aggregate:	N/A	
Premium (including taxes):		$104.55

Policy Forms & Endorsements:
PHCP-01(03/01)

Policy Forms and Endorsement: The expiring policy forms, endorsements and limits of insurance apply to this renewal unless changes are shown on this Renewal Declaration.

Call the Administrator to Verify Claims History at 1-800-875-1911

James J. Maguire

Jamie Maguire, Authorized Representative

State Endorsement(s) made a part of this policy at the time of issue: refer to www.cphins.com

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

January 26, 2010

Ramiro R. Ramirez, PhD
2719 Mile 4N
Mercedes, Texas 78540

Re: C-09-103-05-19-Judge Mario E. Ramirez, Jr., Juvenile Justice Center
Licensed Professional Psychologist(s)

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 2, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, January 27, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Ramiro R. Ramirez Date: 1-26-10

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 19th of May 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Ramiro R. Ramirez, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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

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

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

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

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

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

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

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

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

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

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

Psychological Evaluations	up to $ 425.00 Maximum per Evaluation
Psychological Evaluations Update/Addendum	up to $ 250.00 Maximum per Evaluation

Individual and/or Family Counseling	up to $ 85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

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

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

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

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

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

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

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

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

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

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

or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

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

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

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

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

If to Department:	Hidalgo County Juvenile Probation Department Attention: Israel "Buddy" Silva P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Ramiro R. Ramirez, PhD 2719 Mile 4 N Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is

personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

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

HIDALGO COUNTY JUVENILE BOARD

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

CONTRACTOR:

BY:_____
Ramiro R. Ramirez, PhD

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

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

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-103-04-15-YZV

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, April 15, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-103-04-15-YZV

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

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

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

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that 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 FACSIMILE NO LATER THAN Wednesday, April 01, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, April 03, 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

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

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who is qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

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

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

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

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

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

8. Proposer agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

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

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

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

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

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qualifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the

"Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

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

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

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, April 15, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Account Number: TX RAMR 2710 Date: 7/26/09 Initials: QTMHHTTP

CERTIFICATE OF INSURANCE

DARWIN NATIONAL ASSURANCE COMPANY

C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
RAMIRO R. RAMIREZ, PH.D.
2719 MILE 4 NORTH
MERCEDES TX 78570

Additional Named Insureds:

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations:
(If different than address listed above)

Claim History: None to the best of our knowledge.

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-9056	8/01/09	8/01/10	1,000,000 1,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:
Name: RAMIRO R. RAMIREZ, PH.D.
Address: 2719 MILE 4 NORTH
MERCEDES TX 78570

Authorized Representative

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

January 26, 2010

Blanche Kelly, LPC, LSOTP
1700 Solar Drive
Mission, Texas 78574

Re: C-09-378-10-27-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Expansion To Existing Pool For Licensed Sex Offender Treatment Provider(s)"

Dear Ms. Kelly:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 2, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, January 27, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Blanche Kelly Date: Jan 27, 2010

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the **27th of October, 2009**, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Blanche Kelly, LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

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

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

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

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

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

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

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

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

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

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

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said

statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $**395.00** Maximum per Evaluation
Psychosexual Evaluations Update/Addendum	up to $**200.00**Maximum per Evaluation
Individual and/or Family Counseling	up to $**125.00**Maximum per Client per hour
Group Counseling	up to $ **45.00**per person Maximum per Client per hour

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

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any

fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

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

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

11. Unless earlier terminated as herein provided, this Contract shall terminate on **February 16, 2010**.

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

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

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

Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

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

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

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

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

If to Department: Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva, Jr.

AI-18089 **23.I.1.**

Expansion To Existing Pool For Licensed Sex Offender Treatment Providers

CC REGULAR

Date: 10/27/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

a. Presentation for discussion, consideration, acceptance, and approval of the qualifying participant submitting a response to the Expansion to the existing "Pool for the LSOTPs" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario El Ramirez, Jr. Juvenile Justice Center.

b. Presentation for discussion, consideration, and approval of the final negotiated contract, including the Best and Final Offer for the Expansion to Existing Pool for Licensed Sex Offender Treatment Providers with the qualified professional.

RFP No.: 2009-378-09-30-SGS- Expansion to Existing Pool for Licensed Sex Offender Treatment Provider-Juvenile Probation.

BACKGROUND

Draft contract document previously approved as to form by legal counsel. February 09, 2009
Services"Pool/Roster" shall be in concurrence with the Expansion to the existing pool for Licensed Sex Offender Treatment Providers.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Available funds as of 10/21/09 is $33,398.05; Services are on An As Needed Basis.

Attachments

Link: Contract, Best and Final Offer, Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/20/2009 04:38 PM	APRV
2	Budget & Management	Erika Zamora	10/20/2009 04:45 PM	APRV

3	Perla Lopez	Perla Lopez	10/21/2009 11:07 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sandy Suarez Started On: 10/19/2009 01:54 PM

Final Approval Date: 10/23/2009

CONTRACT INFORMATION

THIS CONTRACT IS: **ACTIVE**

CONTRACT TYPE: **Professional Service Contract**

BID_NO_ **2009378** BUYER **SGS** DEPARTMENT **JUVENILE PROBATION**

BID REMARKS
10/28/09 I placed copies of approved Agenda Itme from Marty's binder in project foler as per Vangie, I'm done with my part. and Vangie will

DESCRIPTION
EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS

CONTRACT NO. **C-09-378-10-27**

CONTRACT MANAGER **VANGIE**

CONTRACT AWARD FOR DEPT (1) **Juvenile Probation**

AWARDED VENDOR **Blanche Kelly**

INSURANCE EXPIRATION DATES: GEN LIA INSR | AUTO LIA INSR 03/06/10 | WKMANS COMP

CONTRACT TERM:
STARTING DATE: **10/27/09** ENDING DATE: **02/16/10**
EXPIRES UPON COMPLETION ☐

60 DAY EXTENSION
START DATE | END DATE

RENEWED/EXTENDED ☐
REFER TO NEW CONTRACT NO.
RENEWAL OPTION(S) OTHER SEE CONTRACT COMMENTS

Multple Award? (If Yes See Below for Addt'l Info.) YES ○ NO ◉

Contract Scanned? YES

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date 3
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date 5
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	Ins Exp Date 7
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date 8
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10 02/16/10	

CONTRACT COMMENTS:
Will expire in concurrance with existing pool date of 02/16/2010.

Has two (2)-one (1) year renewal options in concurrance with existing pool.

Prof. liability: 03/06/2010

LAST UPDATED ON: 11/20/2009

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:

ITEM DESCRIPTION:	UNIT:	PRICE:
Psychosexual Evaluations/Per Evaluations	$395.00	$395.00
Psychosexual Evaluations-update/addemdum/Per Evaluation	$200.00	$200.00
Individual and/Or Family Counseling/Per Client/Per Hour	$125.00	$125.00
Group Counseling/Per Client/Per Hour	$45.00	$45.00

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"
RFP No.: 2009-378-09-30-SGS

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

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

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

Overview:

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

Deliver Submittal to:
RFP Number: 2009-378-09-30-SGS

US Postal Mail Address:	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 Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

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

US Postal Mail Address:	**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, September 23, 2009 at 5:00 P.M. at (956) 318-2629 . Responses will be sent to all applicants via facsimile or via e-mail by Friday, September 25, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an "Expansion" to the existing Pool of licensed Sex Offender Treatment Providers.

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. 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.

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

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

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

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

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

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

REQUIRED CERTIFICATES AND SUBMITTAL:

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

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

SCOPE OF SERVICES:

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

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

between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

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

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

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

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

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and renderi ng all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Expansion to Existing Pool for Licensed Sex Offender Treatment Provider" should include any local issues or concerns that directly affect the Licensed Sex Offender Treatment Provider(s) 'understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

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

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

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, September 30 2009.**

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

EXHIBIT "B"
PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up To $395.00 Maximum Per Evaluation
2. Psychosexual Evaluations-Update/Addendum-Up To $200.00 Maximum Per Evaluation
3. Individual And/Or Family Counseling-Up To $125.00-Maximum Per Client Per Hour
4. Group Counseling-Up To $45.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

Certificate of Insurance (Proof of Coverage) Date Issued: (9/22/2009)

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 Name and Mailing Address*	Program Administrator
Name Blanche Kelly Street 1700 Solar Drive City Mission State Texas Zip 78574	**Administered By: CPH and Associates** **711 S. Dearborn, Suite 205** **Chicago, IL 60605** **Underwritten By:** **Philadelphia Indemnity Insurance Company**

Additional insured locations are often requested by individual business owners who have more than one office.
Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

Coverage

Policy #: 020111	Effective Date: (03/06/2009)	Expiration Date: (03/06/2010)

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 BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
Each Occurrence (Per individual claim)	*Aggregate (Total amount per policy year)*	
$1,000,000	$3,000,000	Professional Liability
N/A	N/A	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
$1,000,000	$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
$25,000	$25,000	State Licensing Board Investigation Expense Coverage
$5,000	$5,000	Assault Coverage
$5,000	$15,000	Deposition Expense Benefit
$2,500/person	$25,000	Medical Expense Coverage
$2,500	$2,500	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
Proof of Coverage	**Should any of the above described policy 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.**
Holder has also been added to the policy as an additional insured:** **_Yes / XNO** ****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).**	**Authorized Representative** **C. Philip Hodson**

DISCLAIMER: The Certificate of Insurance 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-19640 **I.**

Correction of Renewal/Effective Date for Mats, Dust Mops & Shop Rags with Unifirst Holdings, Inc.

CC CONSENT

Date:	02/02/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to approve correct effective date of renewal/extension for "Mats, Dust Mops, & Shop Rags-Hidalgo County." Correct effective date is March 01, 2010 not March 02, 2010 as previously submittted/approved (cc 01-19-10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: Co. Wide-Obj. 607

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

BUDGETARY IMPACT:

Services are on an "as needed basis" Co. Wide. Possible funding source is obj. 607 "Household & Janitorial Supplies"

Please refer to attached expense report as of 01/29/10 for funding availability.

Attachments

Link: ext/renewal

Link: exp. report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:43 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:55 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 11:02 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:36 PM	APRV

Form Started By: Yvette Islas Started On: 01/27/2010 10:15 AM

Final Approval Date: 01/29/2010

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

January 6, 2010

UniFirst Holdings, Inc.
Attn: Mr. Carlos Antunez
515 East Beech
McAllen, Texas 78501

Re: C-09-022-02-25
Mats, Dust Mops, & Shop Rags-Hidalgo County

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 19, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, January 12,2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Carlos Antunez Date: 1-8-10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department
auditors

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2009

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.
877-945-7378 Willis of Massachusetts, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	**INSURERS AFFORDING COVERAGE** — **NAIC#**
INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887	INSURER A: National Union Fire Insurance Company of — 19445-001 INSURER B: New Hampshire Insurance Company — 23841-004 INSURER C: Insurance Company of the State of PA — 32220-005 INSURER D: American International South Insurance Co — 40258-001 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	X	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	6506350	10/1/2009	10/1/2010	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	**AUTOMOBILE LIABILITY**	AOS 6506200	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X	[X] ANY AUTO	MA 6506201	10/1/2009	10/1/2010		
		[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	CA 4289103	10/1/2009	10/1/2010	[X] WC STATUTORY LIMITS [ ] OTHER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]	AOS 4289105	10/1/2009	10/1/2010	E.L. EACH ACCIDENT	$ 1,000,000
B		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	MN,NY,WI 4289106	10/1/2009	10/1/2010	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A			MA,ME,OH 0910529	10/1/2009	10/1/2010	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHERWorker's Comp	FL 4289107	10/1/2009	10/1/2010	$1,000,000 EL each accident	
C		WC-statutory limits	OR 4289108	10/1/2009	10/1/2010	$1,000,000 EL disease each employee	
B			TX 4289109	10/1/2009	10/1/2010	$1,000,000 EL disease policy limit	
D			AOS 4289104	10/1/2009	10/1/2010		

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

Division/Location: 813

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

CERTIFICATE HOLDER

County of Hidalgo
Attn: Martha L. Salazar
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

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REQUIREMENTS AGREEMENT
C-09-022-02-25

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 01, 2009** by and between **UNIFIRST HOLDINGS, INC. a CORPORATION** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Mats, Dust Mops & Shop Rags** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mats, Dust Mops & Shop Rags"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **March 01, 2009** to **February 28, 2010** with the option to renew for an additional one (1) year period (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

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

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

4. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

5. General Provisions.

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

and only during the time such conflict exists.

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

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

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

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

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

If to Seller: UniFirst Holdings, Inc.
Attn: Carlos Antunez
515 East Beech
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 addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

By: _____
Antonio Mendoza, District Attorney's Office

Company: Unifirst

By: _____

Printed Name: Carlos Antunez

Title: Service Manager

Date: 3/30/09

APPROVED BY COMMISSIONERS COURT ON: **02/24/09**

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**MATS, DUST MOPS & SHOP RAGS"**
Bid No: 2009-022-02-11-YSI

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

Bid No: 2009-022-02-11	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR BIDS

HIDALGO COUNTY

"MATS, DUST MOPS, & SHOP RAGS"

BID OPENING DATE:

FEBRUARY 11, 2009

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "MATS, DUST MOPS, & SHOP RAGS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-022-02-11-YSI HIDALGO COUNTY - "MATS, DUST MOPS, & SHOP RAGS"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-022-02-11-YSI RFB-HIDALGO COUNTY – "MATS, DUST MOPS, & RAGS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "MATS, DUST MOPS, & DUST RAGS"** 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, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY

"MOPS, DUST MOPS & SHOP RAGS"
BID NO.: 2009-022-02-11-YSI

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work

1. Vendor shall provide for the scheduled delivery of clean mats, dust mops, shop rags, and other janitorial items to the Hidalgo County Departments listed on Attachment I. Attached you will find a list of **ALL** departments to be serviced with an option to add or delete future sites.

2. Vendors shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** location sites and quantities specified on this RFB Packet.

3. Vendor shall provide services for one year with the County of Hidalgo Contract having a sole option for an additional one-year extension based on prior years performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

4. Vendor shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before the hour of 3:00 p.m. The only exception will be if a Holiday falls on a delivery day. In this event, mats, dust mops, and shop rags will be delivered the next work day following the Holiday.

   4.1 Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.

   4.2 Vendor shall obtain an **authorized signature** for each delivery. One copy of the shipping or delivery ticket shall be furnished to the respective County departments.

   4.3 Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly basis. Furthermore, Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement.

5. Hidalgo County does not allow vendors to subcontract the service without the expressed, written consent of the County.

6. Hidalgo County requires that the vendor replace, at no charge and as needed, mats which are warped or torn as these may cause persons to stumble and injure themselves. All mats must be replaced within one week from date notified.

7. The bid will be evaluated on the following criteria:

7.1 Total Cost
7.2 Promptness of Delivery
7.3 References

8. BID PAGE- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

9. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

10. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

11. Hidalgo County reserves the right to award to one (1) or multiple vendors.

12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

13. Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile or e-mail at yvette.islas@co.hidalgo.tx.us no later than, Wednesday, **February 04, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **5:00 PM, February 06, 2009**.

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

14. **Vendor Information**

14.1 **Vendor Name:** _____

14.2 **Vendor Address:** _____

14.3 **Telephone Number:** _____ **Fax Number:** _____

14.4 **Contact Person:** _____

14.5 **Authorizing Signature:** _____

15. **References:** List three major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	**2**	$_____/Each	$_____/Week
3'x5'	95	$_____/Each	$_____/Week
3x10'	**2**	$_____/Each	$_____/Week
4'x6'	**79**	$_____/Each	$_____/Week
*4'x8'	**2**	$_____/Each	$_____/Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	**125**	$_____/Each	$_____/Week
36"	**109**	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	**20**	$_____/Each	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$_____/Each	$_____/Week

Vendor Information and Pricing

1. Vendor Name: _____
2. Vendor Address: _____
3. Telephone Number: _____ Fax Number: _____
4. E-Mail Address: _____ Cell Number: _____
5. Contact Person: _____
6. Authorizing Signature: _____

7. **Total Cost:** **$_____/Week**

ATTACHMENT I

LOCATION SITES

(p 1 of 2)

Hidalgo County Administration Building
100 E Cano-Edinburg, TX 78539

Hidalgo County Courthouse
100 E Cano-Edinburg, TX 78539

Hidalgo County Edinburg Clinic
3105 E Schunior-Edinburg, TX 78539

Hidalgo County Extension Service
1410 N 13th St-Edinburg, TX 78539

Hidalgo County New Administration Bldg
2802 S Hwy Bus 281-Edinbrug, TX 78539

Hidalgo County Edinburg Health Dept
1304 S 25tth St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX78539

Hidalgo County 430th Court
123 S 9th St-Edinburg, TX 78539

Hidalgo County Probation Office
3100 S Closner, Edinburg, TX 78539

Hidalgo County Elections
111 S 9th St-Edinburg, TX 78539

Hidalgo County (FKNA Robert's Chevrolet)
317 N Closner-Edinburg, TX 78539

Hidalgo County Justice of the Peace-Espinoza
224 N 12th-Edinburg, TX 78539

Hidalgo Cnty Justice of the Peace–Palacios
224 N 12 Ave-Edinburg, TX 78539

Hidalgo County Buildings & Grounds
3100 S Closner-Edinburg, TX 78539

Hidalgo County DPS Building
1212 S 25th-Edinburg, TX 78539

Hidalgo County Mission License
1201 Doherty-Mission, TX 78572

Hidalgo County Human Services
1 ¼ Moorefield-Mission, TX 78572

Hidalgo County J of P and Constable
730 Breyfogle-Mission, TX 78572

Hidalgo County Mission Clinic
¼ Mile S Breyfogle-Mission, TX 78572

Hidalgo County McAllen Clinic
300 E Hackberry-McAllen-TX 78501

Hidalgo County McAllen License
300 E Hackberry-McAllen, TX 78501

Hidalgo County Pharr Clinic
1903 N Fir-Pharr, TX 78577

Hidalgo County Elsa Clinic
708 E Edinburg, Ave-Elsa, TX 78543

Hidalgo Cnty San Juan Community Center
509 E Earling-San Juan, TX 78589

Hidalgo Cnty San Carlos Community Center
6th of Hwy 107-San Carlos, TX 78539

Hidalgo County Weslaco Clinic
1901 N Bridge-Weslaco, TX 78596

Hidalgo County Justice of the Peace-Saenz
1902 Joe Stevens, Suite 302-Weslaco, TX 78596

Hidalgo County Justice of Peace-Morales
1902 Joe Stevens, Suite 301-Weslaco, TX 78596

ATTACHMENT I

LOCATION SITES

(Continued p 2 of 2)

Hidalgo County Pct 4
1102 N Doolittle Rd-Edinburg, TX 78542

Hidalgo County Pct No 1
1902 Joe Stevens-Weslaco TX 78596

Hidalgo County Pct No 3
400 W 13th St-Pharr, TX 78577

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS, PLEASE CONTACT:
IRENE CANTU
BUILDINGS & GROUNDS DEPARTMENT
3100 SOUTH HWY 281-REAR (All the way to the back)
EDINBURG, TX 78539
956-289-1850 (F) 956-318-2648.

Hidalgo County Pct No1-Delta Lake's Park Dept
4 Miles N of Monte Alto on FM 88
Contact: Tina Quijas
956-262-6585 (F) 956-262-9840

Hidalgo County Sheriff's Department
711 E. El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Pct No 2
301 E State-Pharr, TX 78577
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Precinct No 4
1102 No Doolittle Rd-Edinburg, TX 78542
Contact: Rumaldo Munoz
956-383-3112 (F) 956-381-5905

Hidalgo County Pct No 3
724 N Breyfogle-Mission, TX 78572
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Sheriff's Dept-Academy
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Sheriff's Dept-Motor Pool
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinbrug, TX 78540
Contact: Letty Gonzalez
956-383-8114

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS PLEASE CONTACT THE PERSON LISTED ON EACH DEPARTMENT.

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**

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

INSURERS AFFORDING COVERAGE

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

OTHER

DESCRIPTION OF OPERATIONS, LOCATION, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

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

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,
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

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

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

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
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 "A"
SPECIFICATIONS

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR BIDS
2009-022-02-11-YSI

Mats, Dust Mops, & Shop Rags

SPECIFICATIONS

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work

1. Vendor shall provide for the scheduled delivery of clean mats, dust mops, shop rags, and other janitorial items to the Hidalgo County Departments listed on Attachment I. Attached you will find a list of **ALL** departments to be serviced with an option to add or delete future sites.

2. Vendors shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** location sites and quantities specified on this RFB Packet.

3. Vendor shall provide services for one year with the County of Hidalgo Contract having a sole option for an additional one-year extension based on prior years performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

4. Vendor shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before the hour of 3:00 p.m. The only exception will be if a Holiday falls on a delivery day. In this event, mats, dust mops, and shop rags will be delivered the next work day following the Holiday.

   4.1 Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.

   4.2 Vendor shall obtain an **authorized signature** for each delivery. One copy of the shipping or delivery ticket shall be furnished to the respective County departments.

   4.3 Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly basis. Furthermore, Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement.

5. Hidalgo County does not allow vendors to subcontract the service without the expressed, written consent of the County.

6. Hidalgo County requires that the vendor replace, at no charge and as needed, mats which are warped or torn as these may cause persons to stumble and injure themselves. All mats must be replaced within one week from date notified.

7. The bid will be evaluated on the following criteria:

7.1 Total Cost
7.2 Promptness of Delivery
7.3 References

8. BID PAGE- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

9. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

10. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

11. Hidalgo County reserves the right to award to one (1) or multiple vendors.

12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

13. Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile or e-mail at yvette.islas@co.hidalgo.tx.us no later than, Wednesday, **February 04, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **5:00 PM, February 06, 2009**.

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

14. **Vendor Information**

14.1 **Vendor Name:** _____

14.2 **Vendor Address:** _____

14.3 **Telephone Number:** _____ **Fax Number:** _____

14.4 **Contact Person:** _____

14.5 **Authorizing Signature:** _____

15. **References:** List three major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	**2**	$_____/Each	$_____/Week
3'x5'	95	$_____/Each	$_____/Week
3x10'	**2**	$_____/Each	$_____/Week
4'x6'	**79**	$_____/Each	$_____/Week
*4'x8'	**2**	$_____/Each	$_____/Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	**125**	$_____/Each	$_____/Week
36"	**109**	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	**20**	$_____/Each	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$_____/Each	$_____/Week

Vendor Information and Pricing

1. Vendor Name: _____

2. Vendor Address: _____

3. Telephone Number:_____Fax Number: _____

4. E-Mail Address:_____Cell Number:_____

5. Contact Person: _____

6. Authorizing Signature: _____

7. **Total Cost:** **$_____/Week**

ATTACHMENT I

LOCATION SITES

Hidalgo County Administration Building
100 E Cano-Edinburg, TX 78539

Hidalgo County Courthouse
100 E Cano-Edinburg, TX 78539

Hidalgo County Edinburg Clinic
3105 E Schunior-Edinburg, TX 78539

Hidalgo County Extension Service
1410 N 13th St-Edinburg, TX 78539

Hidalgo County New Administration Bldg
2802 S Hwy Bus 281-Edinbrug, TX 78539

Hidalgo County Edinburg Health Dept
1304 S 25tth St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX78539

Hidalgo County 430th Court
123 S 9th St-Edinburg, TX 78539

Hidalgo County Probation Office
3100 S Closner, Edinburg, TX 78539

Hidalgo County Elections
111 S 9th St-Edinburg, TX 78539

Hidalgo County (FKNA Robert's Chevrolet)
317 N Closner-Edinburg, TX 78539

Hidalgo County Justice of the Peace-Espinoza
224 N 12th-Edinburg, TX 78539

Hidalgo Cnty Justice of the Peace–Palacios
224 N 12 Ave-Edinburg, TX 78539

Hidalgo County Buildings & Grounds
3100 S Closner-Edinburg, TX 78539

Hidalgo County DPS Building
1212 S 25th-Edinburg, TX 78539

Hidalgo County Mission License
1201 Doherty-Mission, TX 78572

Hidalgo County Human Services
1 ¼ Moorefield-Mission, TX 78572

Hidalgo County J of P and Constable
730 Breyfogle-Mission, TX 78572

Hidalgo County Mission Clinic
¼ Mile S Breyfogle-Mission, TX 78572

Hidalgo County McAllen Clinic
300 E Hackberry-McAllen-TX 78501

Hidalgo County McAllen License
300 E Hackberry-McAllen, TX 78501

Hidalgo County Pharr Clinic
1903 N Fir-Pharr, TX 78577

Hidalgo County Elsa Clinic
708 E Edinburg, Ave-Elsa, TX 78543

Hidalgo Cnty San Juan Community Center
509 E Earling-San Juan, TX 78589

Hidalgo Cnty San Carlos Community Center
6th of Hwy 107-San Carlos, TX 78539

Hidalgo County Weslaco Clinic
1901 N Bridge-Weslaco, TX 78596

Hidalgo County Justice of the Peace-Saenz
1902 Joe Stevens, Suite 302-Weslaco, TX 78596

Hidalgo County Justice of Peace-Morales
1902 Joe Stevens, Suite 301-Weslaco, TX 78596

ATTACHMENT I

LOCATION SITES

(Continued p 2 of 2)

Hidalgo County Pct 4
1102 N Doolittle Rd-Edinburg, TX 78542

Hidalgo County Pct No 1
1902 Joe Stevens-Weslaco TX 78596

Hidalgo County Pct No 3
400 W 13th St-Pharr, TX 78577

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS, PLEASE CONTACT:
IRENE CANTU
BUILDINGS & GROUNDS DEPARTMENT
3100 SOUTH HWY 281-REAR (All the way to the back)
EDINBURG, TX 78539
956-289-1850 (F) 956-318-2648.

Hidalgo County Pct No1-Delta Lake's Park Dept
4 Miles N of Monte Alto on FM 88
Contact: Tina Quijas
956-262-6585 (F) 956-262-9840

Hidalgo County Sheriff's Department
711 E. El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Pct No 2
301 E State-Pharr, TX 78577
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Precinct No 4
1102 No Doolittle Rd-Edinburg, TX 78542
Contact: Rumaldo Munoz
956-383-3112 (F) 956-381-5905

Hidalgo County Pct No 3
724 N Breyfogle-Mission, TX 78572
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Sheriff's Dept-Academy
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Sheriff's Dept-Motor Pool
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinbrug, TX 78540
Contact: Letty Gonzalez
956-383-8114

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS PLEASE CONTACT THE PERSON LISTED ON EACH DEPARTMENT.

EXHIBIT "B"
VENDOR'S BID PRICE

Vendor Information and Pricing

1. Vendor Name: Unifirst
2. Vendor Address: 515 E. BEECH
3. Telephone Number: 956-686-0218 Fax Number: 956-686-0538
4. E-Mail Address: Carlos_Antunez@Unifirst.com Cell Number: 956-222-7951
5. Contact Person: Carlos Antunez
6. Authorizing Signature: Carlos Antunez
7. **Total Cost:** $ 405.24 **/Week**

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	2	$1.60 /Each	$3.20 /Week
3'x5'	95	$1.70 /Each	$161.50 /Week
3x10'	2	$2.85 /Each	$5.70 /Week
4'x6'	79	$2.12 /Each	$167.48 /Week
*4'x8'	2	$2.90 /Each	$5.80 /Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	125	$.39 /Each	$48.75 /Week
36"	109	$.50 /Each	$54.50 /Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	20	$.05 /Each	$1.00 /Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$.56 /Each	$9.52 /Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$.13 /Each	$2.34 /Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$.05 /Each	$5.45 /Week

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2009

PRODUCER
877-945-7378

Willis RRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: American International South Insurance Co	40258-001
INSURER D: National Union Fire Insurance Company of	19445-902
INSURER E: Insurance Company of the State of PA	32220-005

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	X	GENERAL LIABILITY	1872006	10/1/2008	10/1/2009	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		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
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
B	X	AUTOMOBILE LIABILITY	MA 1607799	10/1/2008	10/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X	X ANY AUTO	AOS 1607798	10/1/2008	10/1/2009		
B	X	ALL OWNED AUTOS	VA 1607800	10/1/2008	10/1/2009	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		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 $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 4800779	10/1/2008	10/1/2009	X WC STATU-TORY LIMITS OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	AOS 4800780	10/1/2008	10/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
B			MN,NY,WI 4800781	10/1/2008	10/1/2009	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
D		If yes, describe under SPECIAL PROVISIONS below	MA,ME,OH 4801280	10/1/2008	10/1/2009	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHERWorker's Comp	FL 4800782	10/1/2008	10/1/2009	$1,000,000 EL each accident	
E		WC-statutory limits	CA 4800778	10/1/2008	10/1/2009	$1,000,000 EL disease each employee	
						$1,000,000 EL disease policy limit	

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

Division/Location: 813

See Attached for Additional Workers' Compensation:

CERTIFICATE HOLDER

County of Hidalgo
Attn: Martha L. Salazar
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 01/29/2009

PRODUCER 877-945-7378

Willis HRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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 UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: American International South Insurance Co	40258-001
INSURER D: National Union Fire Insurance Company of	19445-902
INSURER E: Insurance Company of the State of PA	32220-005

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

Worker's Compensation
State of Oregon
Policy #4800783
Policy Period 10/01/2008-10/01/2009
Carrier: Insurance Co. State of Penn
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Worker's Compensation
State of Texas
Policy #4800784
Policy Period 10/01/2008-10/01/2009
Carrier: New Hampshire Ins. Co.
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company waives its right of subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract.

Additional Insured: County of Hidalgo

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

This Certificate of Insurance 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.

EXHIBIT "D"
CIQ FORM

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.**

N/A

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

N/A

Signature of person doing business with the governmental entity

1/30/07

Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATON

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,
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Unifirst	**Telephone No.** (956) 686 -0218
dba Name: Unifirst	
Legal Name: Unifirst Holdings Inc.	
Mailing Address : 515 E. BEECH	**Fax No.** (956) 686 - 0538
Physical Address: 515 E. BEECH	
City, State, Zip McAllen TX 78501	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address: Carlos_Antunez@Unifirst.com	
Representative(s) Name(s) & Title(s) Carlos Antunez Service Manager	

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 74 2866795 (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:

Carlos Antunez Service Manager

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: N/A 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: N/A 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: N/A 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:

CERTIFICATE OF DEBARMENT FORM

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: Carlos Antunez
Print Name: Carlos Antunez
Title: Service Manager
Telephone Number: 956-666-0218
Date: 1-30-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 FORM

Form **W-9**
(Rev. October 2007)
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
UniFirst Holdings Inc

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
515 E. Beech Ave.

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

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
74 : 2861951

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. citizen or other U.S. person (defined below).

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 ▶ Julia Huiz, VP Date ▶ 1-29-08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.

4. **Recommending award of bid and approval of contract to lowest bidder meeting all requirements as attached hereto for: "Mats, Dust Mops, & Shop Rags" for Hidalgo County. (RFB 2009-022-02-11 -YSI)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. **Presentation for discussion, consideration, and approval of the final negotiated contracts with South Texas Land Investigations and Edwards Abstract (the two (2) firms qualified by CC on 2-9-09) for the "pool" of providers to render: "Title Report Services " on an "as needed basis". Project- RFP NO. 2009-032-01-21-OTM**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

6. **Approval to execute Special Warranty Deed to the State of Texas for the use and benefit of the Department of Health Services in connection with the construction of a substance abuse facility for the County of Hidalgo to be located in Precinct #4 with property's legal description as: (Please see Exhibit A attached - Metes and Bounds)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **Presentation for discussion, consideration, and approval of a request from "El Milagro Clinic" for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $215,559.00 (Commissioners Court-04107/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

8. **Presentation for discussion, consideration, and approval of a request from "Community Hopes Project, Inc. d/b/a Hope Family Health Center", for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $174,287.00 (Commissioners Gourt-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

9. **Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors the following units as described:**

   A. Pct. #2 Code Enforcement: (Project #09-092-OGG)
   Three (3) New 2009 Ford F-150 4x2 Pick up Trucks; in the amount not to exceed $93,618.00

AI-14080 23.A.4.

Mats, Dust Mops, & Shop Rags

CC REGULAR

Date: 02/24/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all requirements as attached hereto for: "Mats, Dust Mops, & Shop Rags" for Hidalgo County. (RFB 2009-022-02-11-YSI)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-343

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

BUDGETARY IMPACT:

Sanitation Pct. 1 - Available Balance as of 2-20-09 $3,824.40.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-005-0-343

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

BUDGETARY IMPACT:

Pct. 2 Rd Adm-Available Balance as of 2-20-09 $418.40.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-343

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

BUDGETARY IMPACT:

Pct. 3 P/U Rd-Available Balance as of 2-20-09 $20,400.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-452-00-123-008-0-343

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

BUDGETARY IMPACT:

Parks Pct. 3-Available Balance as of 2-20-09 $1,980.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-123-001-0-343

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

BUDGETARY IMPACT:
Sanitation Pct. 3 - Available Balance as of 2-20-09 $480.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-005-0-343
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Pct. 4 Rd Adm-Available Balance as of 2-20-09 $500.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-343
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
buildings and grounds

Attachments

Link: b tab 09.022
Link: p log 09.022
Link: contract 09.022

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Yvette Islas	02/18/2009 09:45 AM	CREATED
1	Purchasing Department	Marty Salazar	02/20/2009 10:40 AM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 10:48 AM	APRV
3	Ivan Cantu			NEW
4	Auditor's Office			

Form Started By: Yvette Islas Started On: 02/18/2009 09:45 AM

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-001-001-0-607	92ND DC-HOUSEHOLD & JANITORIAL SUPPLIES	1,070.00	.00	.00	.00	1,070.00	.00
0-1100-412-00-002-001-0-607	93RD DC-HOUSEHOLD & JANITORIAL SUPPLIES	500.00	45.00	.00	.00	455.00	9.00
0-1100-412-00-003-001-0-607	139TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	150.00	18.00	.00	.00	132.00	12.00
0-1100-412-00-004-001-0-607	206TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	300.00	.00	.00	.00	300.00	.00
0-1100-412-00-005-001-0-607	275TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	100.00	.00	.00	.00	100.00	.00
0-1100-412-00-006-001-0-607	332ND DC-HOUSEHOLD & JANITORIAL SUPPLIES	600.00	.00	.00	.00	600.00	.00
0-1100-412-00-007-001-0-607	370TH DC-HSEHLD & JANITORIAL SUPPL	250.00	59.07	.00	.00	190.93	23.63
0-1100-412-00-008-001-0-607	389TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	365.00	6.75	.00	.00	358.25	1.85
0-1100-412-00-009-001-0-607	398TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	400.00	85.71	.00	.00	314.29	21.43
0-1100-412-00-009-003-0-607	INDIGENT DEFENSE-HOUSEHOLD & JANITORIAL	75.00	75.00	.00	.00	.00	100.00
0-1100-412-00-010-001-0-607	430TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	100.00	.00	.00	.00	100.00	.00
0-1100-412-00-011-001-0-607	449TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1100-412-00-022-001-0-607	CCL#2-HOUSEHOLD & JANITORIAL SUPPLIES	750.00	.00	.00	.00	750.00	.00
0-1100-412-00-023-001-0-607	PROBATE CRT-HSEHLD & JANITORIAL SUPPL	100.00	45.00	.00	.00	55.00	45.00
0-1100-412-00-025-001-0-607	CCL#5-HSEHLD & JANITORIAL SUPPL	280.00	.00	.00	.00	280.00	.00
0-1100-412-00-026-001-0-607	CCL#6-HOUSEHOLD & JANITORIAL SUPPLIES	1,100.00	506.39	.00	.00	593.61	46.04
0-1100-412-00-032-001-0-607	MASTER CRT II-HOUSEHOLD & JANITORIAL SUP	224.00	100.00	.00	.00	124.00	44.64
0-1100-412-00-045-001-0-607	AUXILIARY COURT-HSHLD & JANITORIAL SUPPL	75.00	25.00	.00	.00	50.00	33.33
0-1100-412-00-062-001-0-607	JP PCT 1/PL 2-HSEHLD & JANITORIAL SUPPL	300.00	.00	.00	.00	300.00	.00
0-1100-412-00-063-001-0-607	JP PCT 2/PL 1-HSEHLD & JANITORIAL SUPPL	525.00	.00	.00	.00	525.00	.00
0-1100-412-00-064-001-0-607	JP PCT 2/PL 2-HSEHLD & JANITORIAL SUPPL	600.00	.00	.00	.00	600.00	.00
0-1100-412-00-066-001-0-607	JP PCT 3/PL 2-HSEHLD & JANITORIAL SUPPL	374.00	.00	.00	.00	374.00	.00
0-1100-412-00-069-001-0-607	JP PCT 5/PL 1-HSEHLD & JANITORIAL SUPPL	37.00	.00	.00	.00	37.00	.00
0-1100-412-00-080-002-0-607	CRIM DA-HSEHLD & JANITORIAL SUPPL	262.00	.00	.00	.00	262.00	.00
0-1100-412-00-090-001-0-607	DIST CLERK-HSEHLD & JANITORIAL SUPPL	250.00	180.00	.00	.00	70.00	72.00
0-1100-412-20-080-001-0-607	GRAND JURY-HOUSEHOLD & JANITORIAL SUPPLI	193.00	10.00	.00	.00	183.00	5.18
0-1100-412-30-085-003-0-607	PUBLIC DEFENDER-HSEHLD & JANITORIAL SUPP	120.00	.00	.00	.00	120.00	.00
0-1100-413-00-110-006-0-607	CO JUDGE-HSEHLD & JANITORIAL SUPPL	150.00	.00	.00	.00	150.00	.00
0-1100-414-00-130-001-0-607	ELECTIONS DEPT-HSEHLD & JANITORIAL SUPPL	1,500.00	54.00	.00	.00	1,446.00	3.60
0-1100-415-00-200-001-0-607	INFO TECH DEPT-HSEHLD & JANITORIAL SUPPL	435.00	131.27	.00	.00	303.73	30.18

Account No/Description		Budg	Encl	Exper	Exper	Avail Bala	Perc Use
0-1100-415-14-115-001-0-007	DBM-BUDGET DIV-HSEHLD & JANITORIAL SUPPL	37.00	.00	.00	.00	37.00	.00
0-1100-415-15-140-001-0-007	TAX OFF-HSEHLD & JANITORIAL SUPPL	150.00	59.52	.00	.00	90.48	39.68
0-1100-415-16-150-001-0-007	CO TREASURER-HSEHLD & JANITORIAL SUPPL	16.00	.00	.00	.00	16.00	.00
0-1100-415-21-170-001-0-007	CO AUDITOR-HOUSEHOLD & JANITORIAL SUPPLI	75.00	27.00	.00	.00	48.00	36.00
0-1100-415-40-180-001-0-007	CO CLERK-HSEHLD & JANITORIAL SUPPLIES	600.00	.00	.00	.00	600.00	.00
0-1100-415-50-190-002-0-007	HUMAN RESOURCES-HSEHLD & JANITORIAL SUPP	675.00	.00	.00	.00	675.00	.00
0-1100-419-10-210-001-0-007	PLANNING DEPT-HOUSEHOLD & JANITORIAL SUP	100.00	99.00	.00	.00	1.00	99.00
0-1100-419-40-220-001-0-007	FACILITIES MGMT-HSEHLD & JANITORIAL SUPP	136,500.00	50,101.48	.00	.00	86,398.52	36.70
0-1100-421-00-115-027-0-007	TX DPS-HSEHLD & JANITORIAL SUPPL	375.00	.00	.00	.00	375.00	.00
0-1100-421-00-280-001-0-007	SHERIFF-HSEHLD & JANITORIAL SUPPL	14,737.00	803.00	.00	.00	13,934.00	5.45
0-1100-421-00-292-001-0-007	CONSTABLE PCT.2-HSEHLD & JANITORIAL SUPP	225.00	169.86	.00	.00	55.14	75.49
0-1100-421-00-294-001-0-007	CONSTABLE PCT.4-HSEHLD & JANITORIAL SUPP	225.00	.00	.00	.00	225.00	.00
0-1100-422-10-300-001-0-007	EMERG SRVS-FM-HSEHLD & JANITORIAL SUPPL	637.00	54.00	.00	.00	583.00	8.48
0-1100-423-21-280-002-0-007	JAIL-HSEHLD & JANITORIAL SUPPL	275,250.00	31,484.11	.00	.00	243,765.89	11.44
0-1100-423-32-330-001-0-007	JUV DET HM-HSEHLD & JANITORIAL SUPPL	25,000.00	949.21	138.37	138.37	23,912.42	4.35
0-1100-429-00-300-023-0-007	EMERG SRVS-EM-HSEHLD & JANITORIAL SUPP	300.00	.00	.00	.00	300.00	.00
0-1100-432-00-121-001-0-007	PCT1 SANITATION-HSEHLD & JANITORIAL SUPP	987.00	226.42	.00	.00	760.58	22.94
0-1100-432-00-122-001-0-007	PCT2 SANITATION-HSEHLD & JANITORIAL SUPP	150.00	.00	.00	.00	150.00	.00
0-1100-432-00-123-001-0-007	PCT3 SANITATION-HSEHLD & JANITORIAL SUPP	915.00	239.36	.00	.00	675.64	26.16
0-1100-432-00-124-001-0-007	PCT4 SANITATION-HSEHLD & JANITORIAL SUPP	450.00	25.00	.00	.00	425.00	5.56
0-1100-441-00-340-001-0-007	HEALTH ADM-HSEHLD & JANITORIAL SUPPL	4,500.00	1,756.25	.00	.00	2,743.75	39.03
0-1100-441-00-340-003-0-007	HEALTH CLINICS-HSEHLD & JANITORIAL SUPPL	2,700.00	500.00	.00	.00	2,200.00	18.52
0-1100-444-00-240-001-0-007	HUMAN SERVICES-HSEHLD & JANITORIAL SUPPL	400.00	.00	.00	.00	400.00	.00
0-1100-444-00-370-001-0-007	VETERAN'S SRV-HSEHLD & JANITORIAL SUPPL	224.00	.00	.00	.00	224.00	.00
0-1100-461-00-380-001-0-007	TX AGRILIFE EXT-HSEHLD & JANITORIAL SUPP	1,125.00	56.25	.00	.00	1,068.75	5.00
0-1100-466-00-122-018-0-007	PCT2 CRC-HSEHLD & JANITORIAL SUPPL	938.00	.00	.00	.00	938.00	.00
0-1100-466-00-122-082-0-007	PCT2 CRC (S.TOWER)-HSEHLD & JANITORIAL	750.00	365.14	.00	.00	384.86	48.69
0-1200-431-00-122-004-0-007	CO SHOP-HSEHLD & JANITORIAL SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
0-1200-431-00-280-001-0-007	R-O-W DEPT-HSEHLD & JANITORIAL SUPPL	1,500.00	.00	.00	.00	1,500.00	.00

Account No/Description		Budg	Encu	Exper	Exper	Avail Bala	Pct Use
0-1201-431-00-121-004-0-007	PCT1 RD ADM-HSEHLD & JANITORIAL SUPPL	400.00	100.00	.00	.00	300.00	25.00
0-1201-431-00-121-005-0-007	PCT1 P/O RD-HSEHLD & JANITORIAL SUPPL	1,500.00	757.64	.00	.00	742.36	50.51
0-1202-431-00-122-005-0-007	PCT2 RD ADM-HSEHLD & JANITORIAL SUPPL	800.00	.00	.00	.00	800.00	.00
0-1202-431-00-122-006-0-007	PCT2 P/O RD-HSEHLD & JANITORIAL SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
0-1203-431-00-123-004-0-007	PCT3 RD ADM-HSEHLD & JANITORIAL SUPPL	2,000.00	.00	.00	.00	2,000.00	.00
0-1203-431-00-123-005-0-007	PCT3 P/O RD-HSEHLD & JANITORIAL SUPPL	2,500.00	.00	.00	.00	2,500.00	.00
0-1204-431-00-124-005-0-007	PCT4 RD ADM-HSEHLD & JANITORIAL SUPPL	1,000.00	556.13	.00	.00	443.87	55.61
0-1204-431-00-124-007-0-007	PCT4 P/O RD-HSEHLD & JANITORIAL SUPPL	800.00	246.69	.00	.00	553.31	41.12
0-1211-452-00-121-013-0-007	PCT1 PARKS-HSEHLD & JANITORIAL SUPPL	1,500.00	200.00	.00	.00	1,300.00	13.33
0-1212-452-00-122-008-0-007	PCT2 PARKS-HSEHLD & JANITORIAL SUPPL	3,000.00	993.98	.00	.00	2,006.02	33.13
0-1213-452-00-123-008-0-007	PCT3 PARKS-HSEHLD & JANITORIAL SUPPL	7,911.00	636.90	.00	.00	7,274.10	8.05
0-1214-452-00-124-009-0-007	PCT4 PARKS-HSEHLD & JANITORIAL SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
0-1247-412-50-100-001-0-007	LAW LIBRARY-HOUSEHOLD & JANITORIAL SUPPL	50.00	11.25	.00	.00	38.75	22.50
0-1292-441-00-350-001-0-007	WIC ADM-HSEHLD & JANITORIAL SUPPL	.00	200.00	.00	.00	-200.00	.00
0-1295-423-00-330-028-0-007	WESL B/C-HSEHLD & JANITORIAL SUPPL	15,000.00	7,521.21	.00	.00	7,478.79	50.14
0-1297-423-00-320-020-0-007	SAIF-HSEHLD & JANITORIAL SUPPL	.00	1,588.45	.00	.00	-1,588.45	.00

AI-19613 **J.**

Invoice Payment #9582-Guerra Construction

CC CONSENT

Date:	02/02/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of invoice #9582 from "Guerra Construction-Contract #c-09-009-03-03" (segment 04A-Penitas) in the amount of **$59,823.00** through purchase order #624409 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

In connection with the Interlocal Agreement between Hidalgo County and Drainage District No.1 for the purchase and installation of guardrail project along certain International Boundary/Water Commission (IBWC) Levees throughout Hidalgo County.

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 1100-415-00-115-002-0-350
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

Attachments

Link: Invoice

Link: Contract Documentation

Link: Interlocal Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:27 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 10:09 AM	APRV
3	Auditor's Office		01/29/2010 05:27 PM	PEND

Form Started By: Vangie Garcia — Started On: 01/25/2010 02:35 PM

Final Approval Date: 01/29/2010

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

902 NORTH DOOLITTLE EDINBURG, TEXAS 78542 (956) 282-7080 FAX (956) 282-7089

HCDD#1

GODFREY GARZA, JR.
MANAGER

January 21, 2010

Hidalgo County Purchasing Department
Attn: Vangie Garcia, Contract's Manager
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Ref: Hidalgo County DHS Segment 0-4A

Sub: Guardrail Installation / Invoice # 9582

Dear Ms. Garcia,

Attached you will find Invoice # 9582, submitted by Guerra Construction for the installation of Guardrail at DHS Segment 0-4A in Penitas, TX.

This is to advise you that I have visited the site and verify that Guerra Construction has completed the installation of Guardrail in this Segment. I have also reviewed the unit prices on the invoice submitted by Guerra Construction and they do coincide with those in P.O. # 624409, issued by Hidalgo County.

Should you have any questions regarding the included information please call me at (956) 292-7080.

Thank you,

Jaime J. Salazar, Buyer

cc: G.G., District Manager

GUERRA CONSTRUCTION CO

6700 N MILE 3 1/2 WEST
WESLACO, TX 78596

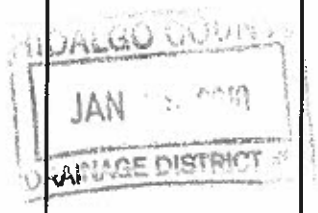
Invoice

Date	Invoice #
1/19/2010	9582

Bill To	Ship To
Hidalgo Co. 2812 S. Hwy. 281 Edinburg, Tx. 78540	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/19/2010			

Quantity	Item Code	Description	Price Each	Amount
6,150	Guard-Rail	Installation of 6150 Linear Feet of New Straight Guard-rail	9.70	59,655.00
6	END WINGS	Installation of 6 End Wings	28.00	168.00
		Location: DHS SEGMENT 0-4A IN PENITAS TEXAS.....HIDALGO COUNTY DRAINAGE DISTRICT		



All work is complete! We appeiciate your business

Total $59,823.00

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-009-03-03

THIS CONTRACT is made and entered into this **12th** day of **March, 2009,** by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"**(the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for **"New & Used Guard Rail Beam Materials & Installation"** This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

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

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

that Company is an independent contractor under this Contract.

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

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

If to Company **Guerra Construction**
Attn. Mr. Ricardo Guerra
6700 N. Mile 3 ½ W
Weslaco, Texas 78596

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

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

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

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

WITNESS our hands in duplicate originals this_____ day of_____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Guerra Construction

By: _____

Printed Name: Ricardo Guerra

Title: _____

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: 3/3/09

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N Mile 3½ W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE Nº: (956) 968-6773 **FAX Nº:** (956) 969-9674

CELLULAR Nº: (956) 607-7487

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"
INSURANCE DOCUMENTATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2009

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126
San Juan, TX 78589-0126

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
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO
2909 IRIS
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HALLMARK SPECIALTY INSURANCE CO	
INSURER B: SOUTHERN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	TX6303870	01/05/2009	01/05/2010	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ NOT APPLICABLE
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	STC564310-04	05/14/2009	05/14/2010	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? If yes, describe under SPECIAL PROVISIONS below	SBP-0001129486	04/03/2009	04/03/2010	[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
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 BUSINESS 281
EDINBURG TX 78539

FAX # 318-2577

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.

9. **Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Auctioneer Services" - (RFB 09-058-02-11-YSI).**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval with Abrego.

10. **Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

11. **In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for purchase on weekly agendas (consent or regular) of the following:**

A. Acquisition of items from previously approved authorizations to purchase from contracts through the County's membership/participation from State, Cooperative Programs, Associations, etc.; or, in the alternative,

NO ACTION taken on this item.

B. Limits by amount of purchase:
a) No limit on amount of purchase (as long a previously approved general authority to purchase from supporting documentation is provided as attached hereto); or,

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

b) Other combinations/thresholds

NO ACTION taken on this item.

C. No placement of requests for payment of invoices (consent or regular from contracts unless specified in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. Other items

NO ACTION taken on item D.

AI-14160 **22.A.10.**

New & Used Guard Rail Beam Materials & Installation

CC REGULAR

Date: 03/03/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: March 11, 2009.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-433
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 2-26-09 $4,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available Balance as of 2-26-09 $111,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 2-26-09 $23,850.62.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available Balance as of 2-26-09 $30,477.66.

Attachments

Link: Participation Log - Tabulation Sheet
Link: CONTRACT DOCUMENTATION
Link: DEPT.-APPROVAL MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 07:45 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yolanda Velasquez Started On: 02/20/2009 09:55 AM
Final Approval Date: 02/27/2009

EXHIBIT A-1

TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DATED APRIL 22, 2008
SCHEDULE OF PAYMENTS

ADDITIONAL SERVICES

As required by Exhibit "A" of the Interlocal Cooperation Agreement (the "Agreement") dated April 22, 2008, between Hidalgo County Drainage District No. 1 (the "Drainage District") and Hidalgo County (the "County"), and as permitted by Paragraph 2 of the Agreement, the parties hereby mutually consent that the Drainage District will reimburse County, within thirty (30) days of receipt of invoice from County by Drainage District, an amount not to exceed Five Hundred and Twenty-Six Thousand Eight Hundred and Eighty-five Dollars and No/100ths ($526,885.00) for the purchase and installation of guardrail along certain International Boundary Water Commission ("IBWC") levees throughout Hidalgo County.

In witness whereof, the parties hereto have caused this Exhibit A-1 to be executed and added to the Agreement on this the 20th day of January 2009.

HIDALGO COUNTY, TEXAS

J.D. Salinas III, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

J.D. Salinas, III, Chairman of the Board

Approved as to Form:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

18. **Budget & Management - Raul Silguero Jr.:** (SEE EXHIBIT V)

A. **Constable Precinct No. 4 (1100):**
1. Approval to correct the budgeted salary for one (1) temporary full-time Secretary position, slot no. T010 to $26,090.00. (previously approved by CC on 01/06/09).
2. Approval of revised salary schedule.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

B. **DBM- W/C Division (2202):**
1. Approval to correct the program no. for one (1) Planning Analyst I position, should have been program 065, slot no. 0015, not program 060, slot no. 0001.
2. Approval of revised salary schedule

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

C. **93rd District Court (1100):**
1. Approval to allocate Supplemental Pay for slot no. 0002, employee no. 023302, in the amount of $3,000.00 for administrative duties transferred to the 93rd District Court.
2. Approval of 2009 revised salary schedule.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item E.

D. **1. Discussion, consideration and action to proceed with refunding certain county debt obligations resulting in savings to the county.**

NO ACTION taken on this item.

2. Adoption of an Order Authorizing Issuance of the Hidalgo County, Texas General Obligation Refunding Bonds, Series 2009, delegating certain discretionary authority to the County Judge and other designated officials of the County to authorize issuance upon the satisfaction of certain Parameters.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #15-A.

E. **1. Discussion, consideration, and approval of mutual service agreement between Hidalgo County (County) and Hidalgo County Drainage District No. I (HCDD1) for services to be provided by County and be reimbursed by HCDD1 as allowed under Section 2 of Interlocal Cooperation Agreement approved on April 22, 2008.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. Approval of certification of estimated revenue (as certified by the County Auditor) in the amount of $526,885.00 as a result of mutual service agreement between County and HCDD1.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. Approval of 2009 appropriation of funds into County Wide Administration in the amount of $526,885.00.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

F. Sanitation Pct. 2 (1100):

1. Approval to create one *(1)* regular fulltime Custodian position, slot no.0026 budgeted at $18,720.00 per year.

2. Approval of revised salary schedule.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

G. Elections Department (130):

1. Approval to delete (1) one vacant, permanent full time Voter Registration Assistant position, slot no. 0008 at $31,935.00 per year.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. Approval to create (1) one permanent full time Street Indexing Specialist position, slot no. 0086 at $34,000.00 per year.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. Approval of position reclassifications for the following:

Slot no.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
0010	Admin. Sec/Bookkeeper	$29,445.00	Accounting Clerk	$32,000.00
0014	Date Processor	$24,149.00	Data Processor III	$27,000.00
0015	Date Processor	$21,149.00	Data Processor II	$25,000.00
0016	Election Clerk	$21,424.00	Data Processor II	$25,000.00
0017	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0018	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0019	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0020	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0021	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0022	Data Processor	$21,424.00	Data Processor I	$24,000.00
	Total	$224,711.00		$254,000.00

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

18.E.

AI-13625
Mutual Agreement with Drainage District
CC REGULAR

Date: 01/28/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

1. Discussion, consideration, and approval of mutual service agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for services to be provided by County and be reimbursed by HCDD1 as allowed under Section 2 of Interlocal Cooperation Agreement approved on April 22, 2008.
2. Approval of certification of estimated revenue (as certified by the County Auditor) in the amount of $526,885.00 as a result of mutual service agreement between County and HCDD1.
3. Approval of 2009 appropriation of funds into County Wide Administration in the amount of $526,885.00.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz Started On: 01/23/2009 04:24 PM
Final Approval Date: 01/23/2009

Purchase Order

COUNTY OF HIDALGO

PO#: 616815

DATE: 01/30/09

VENDOR: 313025 REQ:00148013

Email:

Phone:(956)687-7435

GUERRA CONSTRUCTION CO.
6700 N. MILE 3 1/2 W.
WESLACO TX 78596

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
28050	EACH	INSTALLATION OF 28,050 LINEAR FEET OF METAL BEAM GUARD FENCE	18.50	518,925.00
300	EACH	INSTALLATION OF 300 LINEAR FEET OF RADIUS RAIL	20.00	6,000.00
20	EACH	INSTALLATION OF 20 FLAIRED-END WINGS	98.00	1,960.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		526,885.00
		********** For Hidalgo County use only		
		9-1100-415-00-115-002-0-350 526,885.00		
		Approved ----------		

Authorized by: Martha L. Salazar

AI-19635 **K.**

Invoice #03.08PA- Payment-Dos Logistics

CC CONSENT

Date:	02/02/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval for payment of Invoice #03.08PA-Dos Logistics, Inc.-Contract #C-08-389-10-28-PO#618144 in the amount of $23,979.96 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #618144-Amount available as of 1-28-10 $23,978.21, pending PO increase of $1.75. Please refer to attached backup.

Available balance as of 1-28-10 $203,221.39, pending year end carryover.

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:37 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2010 01:48 PM	APRV
4	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Vangie Garcia — Started On: 01/26/2010 04:52 PM

Final Approval Date: 01/29/2010

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

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

FAX COVERSHEET

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

Attn: Vangie

Fax: **Pages:** 2

Phone: **Date:** 1/25/10

Re: Po 618144/ C-08-389-10-28 **CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments**

Please place the following inv #03.08pa from Dos Logistics on the next CC meeting for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

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

DL, INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo County
100 E. Cano, 4th Floor
Edinburg, Texas 78539

DATE : Jan. 25, 2010

INVOICE # 03.08 PA

ATTN: Accounts Payable

Contract No. C-08-389-10-28
PO No. 618144

DESCRIPTION	CONTRACT AMOUNT	% COMPLETED TO DATE	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Professional Engineering Services "On-Call Engineering Services"					
Pecan Avenue and Mile 1					
Engineering Services	$45,435.71	75%	$34,076.78	$11,358.93	$0.00
Geotechnical	$12,621.03	100%		$12,621.03	$0.00
TOTAL	$58,056.74				$0.00
			TOTAL DUE	√ $23,979.96	

THANK YOU FOR YOUR BUSINESS!

9-1336-431-00-121-041-0-731

INVOICE RECEIVED BY
N. Mata on 1/25/10
GOODS/SERVICES RECEIVED BY:
[illegible] on 1/25/10

ATTN: JANGIE

CTRL# P001

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Commissioner Handy, Pct#1
Contact Name: Noe Montez/
Telephone # 956-

Purchase Order Number: 618144 /
Increase # _____ for this Purchase Order
Procurement Method:

[ ] Cont _____
[x] Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
[ ] Quotes over $1,000.00 (verbal quotes)
[ ] Quotes over $5,000.00
(attach written quotes)

TO Vendor Number: 264849
Vendor Name: Dos Logistics Inc.
Address: P.O. Box 8337
Weslaco, Texas

Increase Purchase Order for the following items:

QUANTITY	UOM	DECRIPTION	UNIT PRICE	AMOUNT
1	EA	work auth #2		58,055.00
		Amount of Increase Request		1.75
		TOTAL AMOUNT		58,056.75

Account Number: 9-1336-431-00-121-041-0-731

Reason: Need increase to finish off project approved CC on 4/21/09

Authorization: _____ Department Head — 1/28/10 Date

Reviewed by: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

AI-19617 **L.**

BCAP Contract Final Approval - Pct. No. 1 High Point Subdivision

CC CONSENT

Date:	02/02/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration and approval of final construction contract (awarded by CC on 12-15-09) for C-CAP-09-382-12-15 Road & Drainage Construction for High Point Subdivision between Hidalgo County and Total Commitment , LLC in the amount of $58,460.50.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: TEDSI Infrastructure Group

Fiscal Impact

FISCAL YEAR:	2009	ACCT. #:	9-1312-431-00-121-319-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Please refer to attached expense report for Pct. 1 BCAP High Point S/D for funding availability as of 1-28-10, pending year end carryover.

Attachments

Link: Contract - High Point Subdivision

Link: Pct. 1 BCAP expense report as of 1-28-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/26/2010 04:27 PM	APRV
2	Purchasing Department	Marty Salazar	01/28/2010 09:36 AM	APRV
3	Budget & Management	Erika Zamora	01/28/2010 09:53 AM	APRV
4	Ivan Cantu	Ivan Cantu	01/28/2010 11:17 AM	APRV
5	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Marcie Jackson — Started On: 01/25/2010 03:29 PM

Final Approval Date: 01/29/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-383-09-23

This Agreement, entered into this **15th day of December 2009** by and between **Hidalgo County** (hereinafter called the "OWNER," and **Total Commitment LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"ROAD & DRAINAGE CONSTRUCTION FOR HIGH POINT SUBDIVISION"

Hereinafter called the project, for the sum of **Fifty-eight thousand, four-hundred, sixty Dollars and fifty Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group Inc**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **60 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON **December 15, 2009**.

CONTRACTOR: _____
Print Name & Title: Pedro A. Gutierrez Jr. - Member
Name of Firm: Total Commitment, LLC

Address: 11435 N. Bryan Rd. - Member
Mission, Tx 78573
Fed I.D. #/SS #: 84-165-7330

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 13th day of January, 2010, by Member (Title) Of and on behalf of Total Commitment LLC (A corporation)

_____
Notary Public-Signature

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Rene Ramirez, County Judge

Micrael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRECT COST	.00	4,670.66	.00	1,422.64	3,248.02	30.46
9-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	823.81	8,878.19	.00	100.00
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,443.60	2,794.71	648.89	.00	100.00
9-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	.00	88,200.00	.00	.00	88,200.00	.00
9-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	.00	14,993.73	.00	.00	14,993.73	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**121,009.99**	**3,618.52**	**10,949.72**	**106,441.75**	**12.04**
9 YEAR 9		**.00**	**121,009.99**	**3,618.52**	**10,949.72**	**106,441.75**	**12.04**

AI-19614 **M.**

GEO-GRID REINFORCEMENT MATERIAL

CC CONSENT

Date:	02/02/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: "Hidalgo County Precinct 2-Geo-Grid Replacement Material"RFB:2010-035-02-24-SGS.

BACKGROUND

1) Current contract expires on March 31, 2010.
2) New contract to commence on April 01, 2010.
3) Proposed schedule of Events:
   1st Advertisement: February 06, 2010
   2nd Advertisement: February 13, 2010
   Bid Opening: February 24, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Funding Source: Hidalgo County Precinct 2
0-1202-431-00-122-006-0-673 $10,000.00 as of 01/25/10

Attachments

Link: Procurement Packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:27 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:49 AM	APRV
3	Roland Garcia	Rolando Garcia	01/29/2010 09:02 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 01:16 PM	APRV

Form Started By: Sandy Suarez Started On: 01/25/2010 03:05 PM

Final Approval Date: 01/29/2010

Bid No: 2010-035-02-24	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"

BID OPENING DATE:

FEBRUARY 24, 2010

Contact Person:

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

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2- GEO-GRID INFORCEMENT MATERIAL "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-035-02-24-SGS-HIDALGO COUNTY PRECINCT 2"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 24, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO"RFB-2010-035-02-24-SGS-HIDALGO COUNTY PRECINCT 2-GEO-GRID REINFORCEMENT MATERIAL". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.)reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT 2-GEO-GRID REINFORCEMENT MATERIAL"** 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 Precinct 2
Attn: Commissioner Hector "Tito" Palacios
301 E. State St..
Pharr, TX. 78577
(956) - 787-1891

17. **Schedule of Events**

Bid Opening, 9:30 AM	**February 24 , 2010**
Award of Contract	_____, 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 & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. **Disclosure of Conflict of Interest:**

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

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

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"
BID NO.: 2010-035-02-24-SGS

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(Revised Specifications)

TO: **Mr. Cuellar**
Hidalgo County Precinct 2

ATTN: Roque Cavazos via email: roque.cavazos@co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer
Hidalgo County Purchasing Department

DATE: January 22, 2010

RE: Approval of Specifications For: HIDALGO CO. PRECINT 2 -"GEO-GRID REPLACEMENT MATERIAL"
Bid No. 2010-035-00-00-SGS

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

If your answer is DISAPPROVE, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4846

APPROVE ✓	DISAPPROVE
APPROVE WITH MODIFICATIONS	

Funds Availability: ✓ YES / _____ NO/_____

Other (Specify)_____

Budget Account No.: 0-1202-431-00-122-006-0-673 "Pending on Project"

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Ricardo Cuellar	Ricardo Cuellar	R.E.B	1/22/10

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, January 27, 2010 @ 12:00 P.M.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"
BID NO.: 2010-035-02-24-SGS
SPECIFICATIONS

SCOPE OF SERVICE:
Hidalgo County is requesting bids from qualified vendors to furnish Geo-Grid Reinforcement Materials to Hidalgo County Precinct 2, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS/ REQUIREMENTS:

MATERIALS:
The geo-grid shall be single layer grid structure formed by a regular network of integrally connected polymeric tensile elements with apertures designed to interlock with the surrounding fill material. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geo-grid shall be resistant to damage during construction, including ultraviolet degradation, and shall have long-term resistance to chemical and biological degradation caused by the material being reinforced. No multiple layered grids are acceptable.

PRODUCT:
Structural Geo-grid: Tensar BX1100, Type 1 and Tensar BX1200, Type 2 – Same As or Equivalent to or better, meeting all material specifications/requirements and shall conform to the properties specified below.

SPECIFICATIONS:

STRUCTURAL GEO-GRID INDEX PROPERTIES

INDEX PROPERTY	TEST METHOD	UNITS	BX1100 -TYPE 1		BX1200 -TYPE 2	
Aperture Dimensions		mm(in)	MD 25(1.0)	XMD 33(1.3)	MD 25((1.0)	XMD 33(1.3)
Minimum Rib Thickness		mm(in)	0.76 (0.03)	0.76 (0.03)	1.27 (0.05)	1.27 (0.05)
Rib shape			Rectangular or Square		Rectangular or Square	
Tensile Strength						
True Initial Modulus in Use		kN/m (lb/ft)	250 (17,140)	400 (27,420)	400 (27,420)	650 (44,550)
Tensile strength @ 2% Strain	ASTM D6637	kN/m (lb/ft)	4.1 (280)	6.6 (450)	6.0 (410)	9.0 (620)
Tensile strength @ 5% Strain		kN/m (lb/ft)	8.5 (580)	13.4 (920)	11.8 (810)	19.6 (1,340)
Structural Integrity						
Junction Efficiency	GRI-GG2-87	%	93	-	93	-
Flexural Stiffness	ASTM D-5732-95	mg/cm	250,000	-	750,000	-
Aperture Stability 20 kg-cm	USACE-KINNEY	kg-cm/deg	3.2	-	6.5	-
Durability						
Resistance to Installation Damage	ASTM D6637	%SC / %SW / %GP	90 / 83 / 70	-	95 / 89 / 86	-
Resistance to Long term Degradation	EPA 9090	%	100	-	100	-
						-

Alternate geo-grid material will be considered. Such materials must be pre-approved in writing by the Engineer prior to Bid date. Alternate material packages must be submitted to the Engineer a **minimum of 15 days prior to Bid date**. Consideration of the alternate products will not be evaluated solely upon the index and strength properties. Product must meet all specification/ requirements stated herein, but not limited.
Submittal packages must include, but not limited to the following:

1. Research documentation of full-scale laboratory testing and in-ground testing of pavement structures reinforced with the specific geo-grid, which qualifies the structural contribution of the geo-grid to the pavement structure. The increase in structural layer coefficient of the base course must meet or exceed that of the design geo-grid.

2. Independent certified tests results stating that the alternate geo-grid has a secant aperture stability modulus at 20 cm-kg when tested in accordance with the Grid Aperture Stability by In-Plane Rotation test of 3.2 or greater.

3. A list of five(5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geo-grids use can be verified after a minimum of one (1) year of service.

4. Must be in the form of an engineered design, certified by a licensed professional engineer.

5. Recommended guidelines on the installation of product provided by the manufacture and any addition information to assist the Engineer in fully evaluating the alternate product.

6. Must include a sample of the Geo-Grid and the certified specification sheets.

REQUIREMENTS:

- A qualified experienced representative from the geo-grid manufacturer must be available on an "As Needed Basis" and visit the site at least once during the construction and /or installation of the product.
- The Geo-Grid shall be packaged in rolls with lengths between 200 feet and 250 feet and widths of 12 to 15 feet and 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geo-grid from damage due to ultraviolet light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- Include a sample of the geo-grid approximately 4 inches by 7 inches or larger.
- Include geo grid product data sheet and certification from the Manufacturer.
- Any damaged or defective geo-grid roll (i.e. frayed coating, separated junctions, separated

layer, tears etc.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.

- Replacement of damaged area shall consist of adding a 3 ft (1m) of Geo Grid beyond the limits of the affected area.
- Proposed bidder shall provide all equipment, supplies, material and labor necessary in getting the product safely to it's final destination at Precinct 2.
- Unit price, to be by roll or square yards.
- **Delivery Charges: All delivery, unloading of product and freight charges**, shall be included in the bid price and F.O.B. Hidalgo County Precinct 2, 310 E. State Street, Pharr, Texas 78577 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten

TERM AND CONDITIONS:

1) The initial term of the contract shall be for a period of two (2) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Any contract award to a successful bidder will be in effect until:
   - The Contract expires
   - Delivery and acceptance of products and/ performance of services ordered
   - Or termination by County with a (30) days written notice prior to cancellation/termination.

5) All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

6) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

7) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

8) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's interest to do so.

9) Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

10) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

11) Bidder(s) agrees that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

12) Have been in business for at least two (2) years

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

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

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

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

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price Increase extension The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539.
TELEPHONE INQUIRES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, Wednesday, FEBRUARY 17, 2010 by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than Friday, FEBRUARY 19, 2010 by 5:00 P.M.

REQUIREMENTS AGREEMENT
C-10-035-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 1, 2010** by and between **VENDOR'S NAME**, a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Geo-Grid Reinforcement Material"**, as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Geo-Grid Reinforcement Material for Precinct No. 2**" in the areas of Hidalgo County Precinct No. 2 projects for a period of two year from April 1, 2010 to March 31, 2012 and may be extended with the County's discretion for an additional year and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto; Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

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

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

5. General Provisions.

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

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the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:

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.

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

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

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successors, and assigns where permitted by this Agreement.

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

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

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

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

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

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

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

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

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requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

APPROVED BY COMMISSIONERS COURT ON,_____

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

By_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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AI-19615 **N.**

BCAP Contract Final Approval - Pct. No. 1 Chapa North and Chapa South Subdivisions

CC CONSENT

Date:	02/02/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of final construction contract (awarded by CC on 11-24-09) for C-CAP-09-416-10-14 Road & Drainage Construction for Chapa North & South Subdivisions between Hidalgo County and Asago Construction , LLC in the amount of $171,989.05.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: TEDSI Infrastructure Group

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-1XX-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for Chapa North & South S/D for funding availability as of 1-28-10. Pending year end carry over.

Attachments

Link: Contract - Chapa North and Chapa South Subdivisions

Link: Expense Report as of 1-28-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/26/2010 04:27 PM	APRV
2	Purchasing Department	Marty Salazar	01/28/2010 09:29 AM	APRV
3	Budget & Management	Erika Zamora	01/28/2010 09:52 AM	APRV
4	Ivan Cantu	Ivan Cantu	01/28/2010 10:43 AM	APRV
5	Auditor's Office		01/29/2010 05:27 PM	NEW

Form Started By: Marcie Jackson Started On: 01/25/2010 03:08 PM

Final Approval Date: 01/29/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-416-10-21

This Agreement, entered into this **24th day of November 2009** by and between **Hidalgo County** (hereinafter called the "OWNER," and **Asago, LLC, dba Asago Construction** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"ROAD & DRAINAGE CONSTRUCTION FOR CHAPA NORTH & SOUTH SUBDIVISIONS"

Hereinafter called the project, for the sum of **One hundred and seventy one-thousand, nine hundred eighty-nine Dollars and five Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by TEDSI Infrastructure Group, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON **November 24, 2009**.

CONTRACTOR: ASAGO, LLC
Print Name & Title: RAUL IGLESIAS G PRESIDENT
Name of Firm: ASAGO CONSTRUCTION

Address: 2113 PECOS ST MISSION TX 78572

Fed I.D. #/SS #: 74-282 1087

STATE OF TEXAS

COUNTY OF HIDALGO

CONTRACTOR

This instrument was acknowledged before me on this the 10th day of December, 2009, by Raul Iglesias President Of and on behalf of Asago
(Title) (A corporation)

NOTARY PUBLIC STATE OF TEXAS
ALMA TORRES
My Commission Expires
August 7, 2012

Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Rene Ramirez, County Judge

ALMA TORRES
My Commission Expires
August 7, 2012

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
148							
9-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	2,682.07	.00	818.19	1,863.88	30.51
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	686.33	6,180.31	.00	100.00
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,719.74	1,920.62	799.12	.00	100.00
9-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	.00	67,032.90	.00	.00	67,032.90	.00
9-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	23,043.00	.00	.00	23,043.00	.00
148		**.00**	**102,344.35**	**2,606.95**	**7,797.62**	**91,939.78**	**10.17**
149							
9-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	2,577.55	.00	788.72	1,788.83	30.60
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	608.47	5,466.17	.00	100.00
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	2,467.74	1,701.57	766.17	.00	100.00
9-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	.00	66,048.15	.00	.00	66,048.15	.00
9-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	15,865.00	.00	.00	15,865.00	.00
149		**.00**	**93,033.08**	**2,310.04**	**7,021.06**	**83,701.98**	**10.03**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**195,377.43**	**4,916.99**	**14,818.68**	**175,641.76**	**10.10**
9 YEAR 9		**.00**	**195,377.43**	**4,916.99**	**14,818.68**	**175,641.76**	**10.10**

AI-19626 **O.**

SMARTSOURCE

CC CONSENT

Date: 02/02/2010
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a (3) months rental agreement for (30) laptops for the Elections Department with SmartSource Computer & AV Rentals in the amount of $365.00 each laptop rental, round trip shipping/freight charges of $595.00, MS Office 2003 Pro for $30.00 each, and a damage waiver charge of 10% for $1,185.00, for a total amount of $13,630.00 thru requisition 169401 effective: 02/03/2010 thru 05/11/2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-414-00-130-001-0-442
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition#169401 available balance of $13,630.00 for SmartSource.

Attachments

Link: smartsource

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 08:53 AM	APRV
2	Roland Garcia	Rolando Garcia	01/29/2010 08:53 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 09:22 AM	APRV

Form Started By: Tanya Delira
Started On: 01/26/2010 11:56 AM

Final Approval Date: 01/29/2010

AI-19626 **O.**

SMARTSOURCE

CC CONSENT

Date: 02/02/2010
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a (3) months rental agreement for (30) laptops for the Elections Department with SmartSource Computer & AV Rentals in the amount of $365.00 each laptop rental, round trip shipping/freight charges of $595.00, MS Office 2003 Pro for $30.00 each, and a damage waiver charge of 10% for $1,185.00, for a total amount of $13,630.00 thru requisition 169401 effective: 02/03/2010 thru 05/11/2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-414-00-130-001-0-442
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition#169401 available balance of $13,630.00 for SmartSource.

Attachments

Link: smartsource

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
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Form Started By: Tanya Delira
Started On: 01/26/2010 11:56 AM

Final Approval Date: 01/29/2010