

AI-20064

6.D.

Claim of Candelario Garza

CC REGULAR

Date: 03/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Candelario Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:14 AM	APRV
2	Auditor's Office	Linda Fong	02/25/2010 11:23 AM	APRV
3	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Aida Alvarez
Started On: 02/22/2010 03:36 PM

Final Approval Date: 02/25/2010

AI-20066

6.E.

Claim of Edward Mujica

CC REGULAR

Date: 03/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Edward Mujica

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:04 PM	APRV
2	Auditor's Office	Linda Fong	02/25/2010 11:23 AM	APRV
3	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Aida Alvarez
Started On: 02/22/2010 03:40 PM

Final Approval Date: 02/25/2010

AI-20108

6.F.

Cause #CL-07-3004-A

CC REGULAR

Date: 03/02/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Closed Session

Information

CAPTION

Cause No. CL-07-3004-A; Manzanares v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Auditor's Office	Linda Fong	02/25/2010 11:24 AM	APRV
3	Purchasing Department	Marty Salazar	02/25/2010 01:25 PM	APRV

Form Started By: Angela Garcia

Started On: 02/24/2010 04:18 PM

Final Approval Date: 02/25/2010

AI-20148

6.G.

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

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/26/2010 05:26 PM	PEND
2	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Monica Badillo
Started On: 02/26/2010 01:16 PM
Final Approval Date: 02/26/2010

AI-20158

6.H.

CL-10-0537-E; Aaron & Sandra Garza v. Ismael "Melo" Ochoa
CC REGULAR

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

CL-10-0537-E; Aaron & Sandra Garza v. Ismael "Melo" Ochoa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:31 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Monica Badillo		Started On: 02/26/2010 04:10 PM		
Final Approval Date: 02/26/2010				

AI-20164

6.I.

Closed Session

CC REGULAR

Date: 03/02/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Closed Session

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Blue Bird - Tax Abatement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:42 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Erika Reyna			Started On: 02/26/2010 04:31 PM	
Final Approval Date: 02/26/2010				

AI-20166

6.J.

**Duties, evaluation & discipline of Head Start Director
CC REGULAR**

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

Duties, evaluation & discipline of Head Start Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:41 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Monica Badillo
Started On: 02/26/2010 04:40 PM
Final Approval Date: 02/26/2010

AI-20065

7.D.

Claim of Candelario Garza

CC REGULAR

Date: 03/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Candelario Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:15 AM	APRV
2	Auditor's Office	Linda Fong	02/25/2010 11:25 AM	APRV
3	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Aida Alvarez
Started On: 02/22/2010 03:37 PM

Final Approval Date: 02/25/2010

AI-20067

7.E.

Claim of Edward Mujica

CC REGULAR

Date: 03/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Edward Mujica

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:04 PM	APRV
2	Auditor's Office	Linda Fong	02/25/2010 11:25 AM	APRV
3	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Aida Alvarez
Started On: 02/22/2010 03:41 PM

Final Approval Date: 02/25/2010

AI-20110

7.F.

Cause #CL-07-3004-A

CC REGULAR

Date: 03/02/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Open Session

Information

CAPTION

Cause No. CL-07-3004-A; Manzanares v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Auditor's Office	Linda Fong	02/25/2010 11:24 AM	APRV
3	Purchasing Department	Marty Salazar	02/25/2010 01:25 PM	APRV

Form Started By: Angela Garcia

Started On: 02/24/2010 04:20 PM

Final Approval Date: 02/25/2010

AI-20149

7.G.

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

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 01:58 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Monica Badillo		Started On: 02/26/2010 01:16 PM		
Final Approval Date: 02/26/2010				

AI-20159

7.H.

CL-10-0537-E; Aaron & Sandra Garza v. Ismael "Melo" Ochoa
CC REGULAR

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

CL-10-0537-E; Aaron & Sandra Garza v. Ismael "Melo" Ochoa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:31 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Monica Badillo		Started On: 02/26/2010 04:11 PM		
Final Approval Date: 02/26/2010				

AI-20163

7.I.

Open Session

CC REGULAR

Date: 03/02/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Open Session

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Blue Bird - Tax Abatement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:33 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Erika Reyna			Started On: 02/26/2010 04:29 PM	
Final Approval Date: 02/26/2010				

AI-20167

7.J.

**Duties, evaluation & discipline of Head Start Director
CC REGULAR**

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

Duties, evaluation & discipline of Head Start Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:42 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Monica Badillo
Started On: 02/26/2010 04:41 PM
Final Approval Date: 02/26/2010

AI-20147

10.B.

**Rescheduling of 3/9/10 Comm. Court Mtg.
CC REGULAR**

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion and action on rescheduling the Commissioners' Court Meeting of 3/9/10

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 01:58 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Monica Badillo
Started On: 02/26/2010 12:04 PM
Final Approval Date: 02/26/2010

AI-20105

11.A.

**Appointment of deputy constable
CC REGULAR**

Date: 03/02/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Constables

Information

CAPTION

Constable Pct. #2:
Appointment of Deputy Constable as per Texas Local Government Code Section 86.011

BACKGROUND

Deputy Constable Frank Zavala
Copies of Texas Local Government Code Section 86.011 is attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: [local govt. code](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/25/2010 04:21 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 04:44 PM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 05:01 PM	APRV

Form Started By: Angela Garcia
Started On: 02/24/2010 03:31 PM
Final Approval Date: 02/25/2010

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998.

Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999;

Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

AI-20143

12.A.

**Tropical Texas Behavioral Health Presentation
CC REGULAR**

Date: 03/02/2010

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Mr. Terry Crocker, Chief Executive Officer of Tropical Texas Behavioral Health.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 01:57 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2010 04:27 PM	APRV
3	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Erika Reyna
Started On: 02/26/2010 10:03 AM

Final Approval Date: 02/26/2010

AI-20152

12.B.

**Proclamation - IDD
CC REGULAR**

Date: 03/02/2010
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of proclamation recognizing March 2010 as Intellectual and Developmental Disabilities Awareness Month in Hidalgo County.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No Fiscal Impact	

Attachments

Link: [Proclamation - IDD](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 02:01 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2010 04:29 PM	APRV
3	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Roxanne De La Garza			Started On: 02/26/2010 01:55 PM	
Final Approval Date: 02/26/2010				

PROCLAMATION

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH

WHEREAS, Intellectual and Developmental Disabilities affect more than 7 million Americans and their families; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with Intellectual and Developmental Disabilities; and

WHEREAS, people with Intellectual and Developmental Disabilities can be vital and vibrant members of our communities, improving the quality of life for all of us; and

WHEREAS, the month of March has been designated ***Intellectual and Developmental Disabilities Awareness Month***, with more than 3,900 individuals with Intellectual and Developmental Disabilities in the Rio Grande Valley receiving services from Tropical Texas Behavioral Health, whose vision is to lead in the innovative management of comprehensive behavioral healthcare resources for our local communities; and

WHEREAS, Tropical Texas Behavioral Health, providing more than 40 years of quality service to the Rio Grande Valley, provides services for individuals with Intellectual and Developmental Disabilities and their families; to help to enable our consumers to live full and productive lives of inclusion in our communities, and to fulfill their hopes and dreams as any other citizen.

NOW, THEREFORE BE IT PROCLAIMED that the Hidalgo County Commissioners Court do hereby proclaim March 2010 as “**INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH**” and urge the Citizens of Hidalgo County to give full support to the efforts towards enabling people with Intellectual and Developmental Disabilities to live full and productive lives of inclusion in our Communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Hidalgo, Texas, to be affixed on this the _____ day of March, 2010.

RENE A. RAMIREZ
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR “TITO” PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-20074

13.A.

**To appropriate - Sheriff's Investigation Fund 1227 - HB 65
CC REGULAR**

Date: 03/02/2010
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Approval to appropriate \$15,000.00 from the Fund Balance (unreserved) in the Sheriff's Investigation Fund 1227 - HB 65 for the year 2010.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1227-421-00-280-005-0-350/748

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$15,000.00; Funding available for appropriation as of 2-24-10.

Attachments

Link: [budget amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Angela Garcia	02/24/2010 08:05 AM	APRV
2	Budget & Management	Erika Zamora	02/24/2010 08:21 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/24/2010 01:18 PM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 11:44 AM	APRV
5	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Rosie Hinojosa
Started On: 02/23/2010 11:26 AM

Final Approval Date: 02/25/2010

DATE _____

lance with Local Government

[illegible]

\$15,000.00

erved) in the Sheriff's

ATTEST COUNTY CLERK

AI-20079

13.B.

**To appropriate - Sheriff's Federal Sharing - U.S. Department of Justice
CC REGULAR**

Date: 03/02/2010
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Approval to appropriate from the Fund Balance (unreserved) in the amount of \$157,420.56 in the Sheriff's Federal Sharing - U.S. Department of Justice Fund 1229 for the year 2010.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 0-1229-421-00-280-007-0-XXX
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$157,420.56; Funding available for appropriation as of 2-24-10.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Angela Garcia	02/24/2010 08:05 AM	APRV
2	Budget & Management	Erika Zamora	02/24/2010 08:22 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/24/2010 01:43 PM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 11:47 AM	APRV
5	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Rosie Hinojosa
Started On: 02/23/2010 01:46 PM
Final Approval Date: 02/25/2010

DATE: February 23, 2010
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department
ACCOUNT NUMBER: 0-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
0-1229-421-00-280-007-0-532	Wireless Devices
0-1229-421-00-280-007-0-583	Out of County Employee Trave
0-1229-421-00-280-007-0-584	Registration Fees
0-1229-421-00-280-007-0-601	Office & Computer Supplies
0-1229-421-00-280-007-0-664	Other Minor Equipment
0-1229-421-00-280-007-0-665	Minor Computer Equipment
0-1229-421-00-280-007-0-745	Computer Equipment
0-1229-421-00-280-007-0-747	Software
0-1229-421-00-280-007-0-748	Other Equipment

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate the December 31, 2009 fund balance (unreserved) in the Sh
U.S. Department of Justice Fund for the year 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

it of Justice

lance with Local Government

AMOUNT	
	5,000.00
	10,000.00
	12,000.00
	5,000.00
	5,000.00
	10,000.00
	13,000.00
	13,000.00
	84,420.56
\$	157,420.56

eriff's Federal Sharing -

ATTEST COUNTY CLERK

AI-20076

13.C.

To appropriate - Sheriff's Federal Sharing - US Department of Treasury Fund 1228

CC REGULAR

Date: 03/02/2010
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Approval to appropriate from the Fund Balance (unreserved) in the amount of \$293,199.83 in the Sheriff's Federal Sharing - U.S. Department of Treasury Fund 1228 for the year 2010.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1228-421-00-280-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$293,199.83; Funding available for appropriation as of 2-24-10.

Attachments

Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez		02/25/2010 01:25 PM	NEW
2	Budget & Management	Erika Zamora	02/24/2010 08:21 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/24/2010 01:27 PM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 11:50 AM	APRV
5	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Rosie Hinojosa Started On: 02/23/2010 01:09 PM
Final Approval Date: 02/25/2010

DATE: February 23, 2010
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of
ACCOUNT NUMBER: 0-1228-421-00-280-006-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordar
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	
0-1228-421-00-280-006-0-320	Professional Services	
0-1228-421-00-280-006-0-532	Wireless Devices	
0-1228-421-00-280-006-0-601	Minor Computer Supplies	
0-1228-421-00-280-006-0-664	Other Minor Equipment	
0-1228-421-00-280-006-0-665	Minor Computer Equipment	
0-1228-421-00-280-006-0-745	Computer Equipment	
0-1228-421-00-280-006-0-747	Software	
0-1228-421-00-280-006-0-748	Other Equipment	

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate \$293,199.83 of the December 31, 2009 Fund Balance (unresen
Sharing - U.S. Department of Treasury Fund 1228 for the year 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

 / /
DATE

County Treasury

Revenue with Local Government

AMOUNT	
	5,000.00
	3,000.00
	5,000.00
	5,000.00
	5,000.00
	15,000.00
	30,000.00
	225,199.83
\$	293,199.83

received) in the Sheriff's Federal

ATTEST COUNTY CLERK

AI-20119

14.B.

**Health Division - 2010 Year Program Income Budget
CC REGULAR**

Date: 03/02/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Health Department:

1. Requesting approval to appropriate the Health & Human Services Department's Administration Program Income budget in the amount of \$586,144.48 for the period 01/01/2010 to 12/31/2010 (Acct # 0-1293-441-00-340-005-0).
2. Requesting approval of the attached Administration Program Income budget for the period 01/01/2010 to 12/31/2010 (Acct # 0-1293-441-00-340-005-0).
3. Approval of Health & Human Services Administration Program Income salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-005-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$586,144.48 for the Administration Program Income for FY 2010, from 1/1/10 to 12/31/10.

Revenue Account-->0-1293-345-40-340-005-0-000 H.D. Admin FD Revenues

Attachments

Link: [PI Budget](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/25/2010 01:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/26/2010 05:14 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Dan Beltran Started On: 02/24/2010 05:04 PM
Final Approval Date: 02/26/2010

DATE: February 24, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-005-0 Adm Program Income Account

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1293-441-00-340-005-0-113	Regular F/T Employees	\$ 36,525.00
0-1293-441-00-340-005-0-211	Health Insurance	\$ 4,164.00
0-1293-441-00-340-005-0-212	Life Insurance	\$ 37.00
0-1293-441-00-340-005-0-220	FICA	\$ 2,794.16
0-1293-441-00-340-005-0-230	Retirement	\$ 3,258.03
0-1293-441-00-340-005-0-250	Unemployment Compensation	\$ 182.63
0-1293-441-00-340-005-0-260	Worker's Compensation	\$ 1,194.37
0-1293-441-00-340-005-0-336	Computer Services	\$ 25,000.00
0-1293-441-00-340-005-0-431	R&M Services - Bldg	\$ 25,500.00
0-1293-441-00-340-005-0-432	R&M Services - Equipment	\$ 19,000.00
0-1293-441-00-340-005-0-531	Telephone	\$ 15,000.00
0-1293-441-00-340-005-0-583	Out of County Travel	\$ 10,000.00
0-1293-441-00-340-005-0-584	Registration Fees	\$ 5,000.00
0-1293-441-00-340-005-0-601	Office & Computer Supplies	\$ 31,000.00
0-1293-441-00-340-005-0-603	Educational/Instructional Supplies	\$ 5,000.00
0-1293-441-00-340-005-0-604	Medical & Lab Supplies	\$ 62,500.00
0-1293-441-00-340-005-0-619	Other Misc. Supplies	\$ 2,300.00
0-1293-441-00-340-005-0-626	Gasoline / Fuel	\$ 10,000.00
0-1293-441-00-340-005-0-661	Minor Office Furniture & Equipment	\$ 50,845.88
0-1293-441-00-340-005-0-665	Minor Computer Equipment	\$ 25,000.00
0-1293-441-00-340-005-0-743	Office Furniture & Equipment	\$ 136,143.41
0-1293-441-00-340-005-0-745	Computer Equipment	\$ 38,500.00
0-1293-441-00-340-005-0-747	Software	\$ 25,000.00
TOTAL BUDGET		continued on page 2

INCREASE REQUEST \$

Revenue Account #

REASON: Implement Adm Program Income Budget for the period 1/1/2010 - 12/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE

ATTEST CO. CLERK

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

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

ATTEST CO. CLERK

AI-20060

15.A.

**Delete Service
CC REGULAR**

Date: 03/02/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Co. Wide:

Authorization to delete data card service through the County's membership/participation with CONTRACT: HGAC CW05-02 with awarded vendor SPRINT for the following:

Description:	Data Card Number:
U727	9562075876
U727	9562258284
U727	9562258208
U727	9563931802
U727	9562258785
U727	9562258375
U727	9562070934
U727	9564576566
U727	9567206386
U727	9562258915
U727	9562258132

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required. Data cards are being deleted.

Attachments

Link: [delete form 1](#)

Link: [delete form 2](#)

Link: [delete form 3](#)

Link: [delete form 4](#)

Link: [delete form 5](#)

Link: [delete form 6](#)

Link: [delete form 7](#)

Link: [delete form 8](#)

Link: [delete form 9](#)

Link: [delete form 10](#)

Link: [delete form 11](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:12 AM	APRV
2	Erika Zamora	Erika Zamora	02/26/2010 05:07 PM	APRV
3	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Griselda Salazar			Started On: 02/22/2010 12:59 PM	
Final Approval Date: 02/26/2010				



WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☐ Blackberry ☒ Other: DELETE SERVICE: 956-207-0934

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

(2) Requesting employee: _____ Employee ID# _____ Signature: _____

DEPARTMENT: _____ DEPT #: _____

Quantity: _____

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

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

Requisition Total: _____ Requisition Number: _____

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

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: DELETE SERVICE: 956-207-0934

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).



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☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: DELETE SERVICE: 956-207-0934

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

☐ Approved Date: _____ ☐ Disapproved

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☐ SPRINT BE1000 + DATAPLAN

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

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☐ OTHER: DELETE SERVICE: 956-207-0934

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

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Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

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Quantity: _____

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Requisition Total: _____ Requisition Number: _____

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Signature Print Name Date

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☐ OTHER: DELETE SERVICE: 956-207-0934

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

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Quantity: _____

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

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Requisition Total: _____ Requisition Number: _____

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

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: DELETE SERVICE: 956-207-0934

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

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

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DEPARTMENT: _____ DEPT #: _____

Quantity: _____

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

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

Requisition Total: _____ Requisition Number: _____

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

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: DELETE SERVICE: 956-207-0934

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

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WIRELESS DEVICE REQUEST FORM W.1.2

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DEPARTMENT: _____ DEPT #: _____

Quantity: _____

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

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

Requisition Total: _____ Requisition Number: _____

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

Signature Print Name Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: DELETE SERVICE: 956-207-0934

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

AI-20072**15.B.****Name Change - Data card****CC REGULAR**

Date: 03/02/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Comm. Pct. #4:

1. Authorization to change the name for data card number 956-393-7676 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following:

Description:	Department:	Transfer From:	Transfer To:	Data Card Number:
Ovation U727	Comm. Pct. 4	Robert Kaufold	Jimmy D. Anthony	956-393-7676

2. Approval of the attached application for cellular phone request form under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1204-431-00-124-007-0-532**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance as of 2-24-10 \$2,703.14
Requisition#171147

AttachmentsLink: [request form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:10 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/24/2010 09:21 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:52 AM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 01:24 PM	APRV

Form Started By: Griselda Salazar
Started On: 02/23/2010 10:24 AM
Final Approval Date: 02/25/2010



Revised: 01/21/2010

**Interlocal Agreement
CC REGULAR**

Date: 03/02/2010
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information**CAPTION**

Authorization and approval to accept the following:

1. Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the Hidalgo County Constable's Office, Precinct 3.
2. Interlocal Agreement between the Hidalgo County HIDTA Task Force and the McAllen Independent School District Police Department.

BACKGROUND

As set forth under the Texas code of Criminal Procedure Chapter 59.06(b) *Disposition of Forfeited Property* "if a local agreement exists between the attorney representing the state and law enforcement agencies, the attorney representing the state may transfer property to law enforcement agencies to maintain, repair, use and operate the property for official purposes if the property is free of any interest of an interest holder."

Agreements have been reviewed and approved by the Hidalgo County District Attorney's Office.

Will Appropriate monies for next. Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-293-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

The Constable Pct. 3 receiving forfeiture asset(s) under CCP 59 is responsible for maintaining such assets and is responsible for all costs (expenditures) associated with the asset(s) received.

Will appropriate monies for next Comm. Court meeting.

FISCAL YEAR: N/A
FUNDS AVAILABLE Y/N?: N/A

ACCT. #: N/A
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact to County. The law enforcement agency receiving forfeiture asset(s) under CCP 59 is responsible for maintaining such assets and is responsible for all costs (expenditures) associated with the asset(s) received.

Attachments

Link: [Pct3](#)

Link: [McISDPD](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:04 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/25/2010 04:22 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 04:46 PM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 05:01 PM	APRV

Form Started By: Nelda Olivarez
Started On: 02/22/2010 11:03 AM

Final Approval Date: 02/25/2010

STATE OF TEXAS
HIDALGO COUNTY §

§
§

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**HIDALGO COUNTY HIGH INTENSITY DRUG
TRAFFICKING AREA (HIDTA) TASK FORCE**

AND

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 have heretofore entered into an agreement providing for the exchange of governmental services relating to the HIDALGO COUNTY HIDTA TASK FORCE and

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies and express their mutual commitment of depriving criminals of proceeds generated by their illegal activities, the HIDALGO COUNTY HIDTA TASK FORCE will provide the amount of ten thousand dollars (\$10,000.00) to the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3.

THEREFORE, the parties hereto agree as follows:

- 1. The HIDALGO COUNTY HIDTA TASK FORCE shall present to the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 the sum of ten thousand dollars (\$10,000.00).**
- 2. The amount of ten thousand dollars (\$10,000.00) shall solely be used for law enforcement purposes by the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 as set forth under the Texas Code of Criminal Procedure Chapter 59.**
- 3. The HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 shall solely be responsible for all expenditures and requirements as set forth under the TEXAS CODE OF CRIMINAL PROCEDURE CHAPTER 59**

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, Hidalgo County Judge

Date

By: _____
Rene Guerra, District Attorney

Date

HIDALGO COUTH HIDTA TASK FORCE

By: _____
Dora L. Munoz, HIDTA Task Force Commander

Date

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

By: _____
Lazaro Gallardo, Constable Pct.3

Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By : _____ Date: _____

STATE OF TEXAS
HIDALGO COUNTY §

§
§

**INTERLOCAL AGREEMENT
BETWEEN**

**HIDALGO COUNTY HIGH INTENSITY DRUG
TRAFFICKING AREA (HIDTA) TASK FORCE**

AND

McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT have heretofore entered into an agreement providing for the exchange of governmental services relating to the HIDALGO COUNTY HIDTA TASK FORCE and

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies and express their mutual commitment of depriving criminals of proceeds generated by their illegal activities, the HIDALGO COUNTY HIDTA TASK FORCE will provide the amount of ten thousand dollars (\$10,000.00) to the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT.

THEREFORE, the parties hereto agree as follows:

- 1. The HIDALGO COUNTY HIDTA TASK FORCE shall present to the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT the sum of ten thousand dollars (\$10,000.00).**
- 2. The amount of ten thousand dollars (\$10,000.00) shall solely be used for law enforcement purposes by the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT as set forth under the Texas Code of Criminal Procedure Chapter 59.**
- 3. The McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT shall solely be responsible for all expenditures and requirements as set forth under the TEXAS CODE OF CRIMINAL PROCEDURE CHAPTER 59**

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, Hidalgo County Judge Date

By: _____
Rene Guerra, District Attorney Date

By: _____
Dora L. Munoz, HIDTA Task Force Commander Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Cris Esquivel, McISD Police Chief Date

By: _____
Dr. James Ponce Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____

**Disaster Recovery Program Housing Guidelines
CC REGULAR**

Date: 03/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

The HOME Division of the Urban County Program proposes the approval of the County of Hidalgo Urban County Program – Disaster Recovery Program (DRP) Housing Guidelines.

BACKGROUND

The Disaster Recovery Program (DRP) was established in September 2008 by Congress as supplemental funding for "necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing and economic revitalization in areas affected by hurricanes, floods, and other natural disasters occurring during 2008". The Urban County Program has been awarded 2 million dollars by the Texas Department of Housing and Community Affairs (TDHCA) in order to provide housing services for victims of Hurricane Dolly within Hidalgo County.

The UCP will utilize Disaster Recovery funds to undertake Owner Occupied Rehabilitation and/or Reconstruction for properties within Hidalgo County, effected by Hurricane Dolly. The effects of this natural disaster were felt throughout the County, devastating hundreds of subdivisions and colonias. The housing activities to be undertaken will vary depending upon the need of each property but may include rehabilitation, demolition and reconstruction and/or replacement, if deemed necessary. The primary objective is to ensure that each family is placed in a habitable home that conforms with standard specifications including local and state building codes, housing quality standards (HQS), energy efficiency and necessary elevations to meet flood zone requirements.

To strengthen the administration and management of the Disaster Recovery Program, the HOME Division has developed Housing Guidelines.

Fiscal Impact

Attachments

Link: [letter](#)

Link: [guidelines](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Erika Zamora	02/23/2010 04:13 PM	APRV
2	Perla Lopez	Perla Lopez	02/25/2010 08:39 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:54 AM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 02:22 PM	APRV

Form Started By: Estella Webber

Started On: 02/23/2010 04:08 PM

Final Approval Date: 02/25/2010



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
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Lowell A. Keig
Juan S. Muñoz, Ph.D.

February 26, 2010

The Honorable René Ramírez
County Judge
Hidalgo County Courthouse
P.O. Box 1356
Edinburg, TX 78539

Re: Disaster Recovery Community Development Block Grant Funds Made Available
Under Public Law 110-329

Dear Judge Ramírez:

I am writing to clarify for you the operation of federal and state requirements associated with residency status as they relate to the Texas Department of Housing and Community Affairs' (TDHCA) administration of Disaster Recovery Community Development Block Grant Funding made available under Public Law 110-329.

With respect to federal requirements, the U.S. Department of Housing and Urban Development (HUD) does not monitor grantees receiving these funds to determine if the grantees have processes in place to verify whether a household is eligible to receive assistance on the basis of citizenship; nor has HUD given the state any guidance or instituted any regulatory requirement related to verifying citizenship.

With respect to state requirements, the State of Texas has not established state law requiring the verification of citizenship in state-administered programs. TDHCA has not placed any restrictions on the funds over and above those required under current state and federal law and, therefore, is not requiring that subrecipients establish processes to verify citizenship.

In establishing the program at the local level, TDHCA has not asserted that it has the authority to limit a County in establishing requirements to ensure that funds that it is

Judge Ramirez
February 26, 2010
Page 2 of 2

administering are made available only to persons who are there lawfully (such as citizens and other persons with legally compliant rights to be present, such as persons with current visas). If the County were to do so, TDHCA would monitor for compliance with this requirement to ensure that the County was following its own rules. TDHCA is not in the position to provide guidance to the County related to the documentation that must be used to substantiate that the household is eligible to receive benefits on the basis of citizenship as there are neither federal nor state program guidelines in place for this but would caution against any requirements that do not recognize other lawful rights to be in the United States of America. TDHCA will, however, monitor to ensure that if Hidalgo County develops a process to verify citizenship, that Hidalgo County obtains the same documentation for each household applying for assistance and makes the same determination related to whether or not the household is eligible on the basis of citizenship. The process must be clear, transparent, consistently applied, and comport with all applicable state and federal laws.

With respect to Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193 - Section 401, HUD has not indicated that this law applies to these funds.

Please let me know if you have additional questions related to this or any other issues related to the disaster recovery funds made available under Public Law 110-329.

Sincerely,



Sara Newsom
Deputy Executive Director of Emergency Housing/Disaster Recovery
Texas Department of Housing and Community Affairs



**COUNTY OF HIDALGO
URBAN COUNTY
PROGRAM**

1916 Tesoro Blvd.
Pharr, TX 78577
telephone: 956-781-8127
fax: 956-787-5291
e-mail: ucp@bizrav.rr.com

Community Development Block Grant (CDBG)

Disaster Recovery Program

Housing Guidelines

2008 Supplemental Disaster Recovery Fund (Hurricane Dolly)

The Urban County Program (UCP) will utilize Disaster Recovery Funds to undertake Owner Occupied Rehabilitation and Reconstruction activities for properties within Hidalgo County, effected by Hurricane Dolly. The UCP intends to administer the 2008 Supplemental CDBG Disaster Recovery Funds through its' Homeowner Occupied Rehabilitation Unsecured Deferred Forgivable Note Program (Rehab. Program) within the HOME Division. The County of Hidalgo was awarded \$2,000,000 for the Disaster Relief Program through the Community Development Block Grant (CDBG) Disaster Recovery Program 2008 Supplemental Disaster Recovery Fund for Hurricane Dolly through the Texas Department of Housing and Community Affairs (TDHCA). The Rehab. Program will allow for the utilization of CDBG Disaster Recovery Funds for homeowner repair, rehabilitation, reconstruction and new construction activities within the jurisdiction of the UCP.

A. FORM OF FINANCIAL ASSISTANCE

Assistance under this program will be delivered through the Unsecured Deferred Forgivable Note Program that provides assistance to homeowners for the rehabilitation/reconstruction or new construction of their property. Homeowner repair or rehabilitation assistance will not exceed sixty thousand and no/100 (\$60,000). Rehab properties must comply with local building codes and city ordinances as well as the entire structure must comply with local health and safety building codes, and housing quality standards (HQS) and Section 31 of the Federal Fire Prevention Act of 1974. Homeowner replacement, reconstruction and new construction will not exceed sixty thousand and no/100 (\$60,000). All reconstructed and newly constructed housing units must comply with the universal design features in new construction, established by § 2306.514, Texas Government Code, energy standards as verified by RESCHECK certification, and the International Residential Codes, as required by Subchapter G. Chapter 214, Local Government Code. All replacement housing including manufactured housing units or modular homes must comply with housing and Urban Development (HUD) construction standards, and state, local or regional building codes as applicable.

Method for determining size of reconstruction/new construction and replacement housing will be determined based on HUD Section 8 Standards.

The terms of the note is set by the UCP HOME Division but shall not exceed three (3) years. The maximum amount of assistance will be capped at \$60,000. If a particular unit has already been assisted by FEMA, SBA or the homeowner's insurance policy these funds can only be utilized for repairs not previously covered.

B. AFFIRMATIVE MARKETING

UCP shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied accesses to the CDBG Disaster Recovery Program. In addition to marketing through County Departments, Precincts, cities and media outlets, UCP will

take additional measures to affirmatively market the CDBG Disaster Recovery Program, as follows:

- When necessary, UCP will make the program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), provide sign language assistance when requested, and provide special assistance for those who are visually impaired when requested.
- The UCP will retain documentation of all marketing measures used, including copies of all advertisements and announcements that will be available for public viewing upon request.
- The UCP will use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations.

In addition to marketing through widely available media outlets, Hidalgo County will take additional measures to affirmatively market the CDBG Disaster Recovery Fund Program services, as follows:

- Hidalgo County will advertise with the following media outlets which provide unique access for persons who are considered members of a protected class under the Fair Housing Act including: Ethnic newspapers and/or radio stations.
- Applications will be accepted in person at addresses to be announced in press releases.

Administrator will accept applications as follows:

- 1) In person during regular business hours at the UCP; or
- 2) At clients homes when necessary/requested
Special arrangements can be made for persons with special needs, language interpretation needs, or for persons needing alternate times and locations by telephoning or emailing a request.
- 3) Applications will be accepted until June 30, 2011.

C. APPLICANT QUALIFICATIONS

- Must be a resident of Hidalgo County;
- Must meet HUD income guidelines according to family size, thereby meeting the Low/Mod Income Program National Objective;
- Property taxes must be paid current in order for the applicant's property to be eligible for assistance. In the event delinquent taxes are owed on the property, the applicant may meet the property tax eligibility requirement by:

1. Paying all delinquent property taxes; OR
2. Qualifying for and receiving a property tax deferral as allowed under the Texas Property Tax Code 33.07 or a tax exemption pursuant to Texas Property Tax Code.

Texas Government Code 2252.903, 403.055, and 2107.008 prohibit the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person who owes a debt, tax delinquency, student loan delinquency, or a child support delinquency that is subject to a payment law prohibiting the Comptroller from transferring funds.

Exception for delinquent taxes: A written payment agreement provided by the applicable taxing authority, and a written statement from the taxing authority verifying that the agreement is paid current, or for child support or student loan debt, a written payment agreement with the appropriate state agency to eliminate the delinquency, and evidence of current status on *both* the payment agreement and on any monthly payments due.

- CDBG funds may not be used to pay delinquent taxes;
- Must provide source documentation that supports that the structure was affected by Hurricane Dolly, which includes (but not limited to):
 - FEMA
 - SBA
 - Insurance
 - Published data set (for area-wide impact)
 - Pictures
 - News media;
- Must provide proof of property ownership which can be obtained through deeds or evidence of fee simple title. In absence of proof of property ownership described above, to be eligible for assistance, the applicant household must provide evidence of ownership interest in the property by doing the following:
 1. provide, on a form prescribed by TDHCA, an affidavit that sets forth how they are the successors in interest, through devise, intestacy, or conveyance, to the holder(s) or record title and that either:
 - i. there is no other person entitled to claim any ownership interest in the property;
or
 - ii. each person who may be entitled to claim an ownership interest in the property has given their consent or cannot be located after a reasonable effort and provide to the TDHCA either:
 - a. proof that they have been, for the current and last preceding tax year, and on July 23, 2008 the person reflected on the tax rolls as the owners and the person liable for property taxes; or
 - b. other evidence, reasonably acceptable to the TDHCA, that establishes that they have ownership over the property.

UCP may accept alternate forms of ownership as approved by TDHCA.

D. HUD INCOME LIMITS

The applicant's annual income must not exceed 80% of the current HUD determined area median income, adjusted by family size at the time of application.

E. ELIGIBLE PROPERTIES

To be eligible for assistance, a property must be:

- Must be within the boundaries of Hidalgo County; and
- Directly linked to damage caused by Hurricane Dolly; and
- Occupied by an income-eligible homeowner; and
- The owner's principal residence since July 23, 2008 (unless the house is uninhabitable).
- Property must qualify for Rehabilitation/Reconstruction.

The unit to be assisted must be classified as one of the following:

- Traditional single-family housing (this housing may contain one to four dwelling units); or
- A condominium unit; or
- A cooperative unit or unit in a mutual housing project (if state law recognizes these as forms of homeownership); or
- A manufactured home unit (MHU), including a mobile home. A rehabilitation of Manufactured Housing Unit's (MHU's) or mobile home is not allowed in this program.

F. ELIGIBLE IMPROVEMENT AND EXPENSES

All repairs must be for unmet need and must address structures that were directly affected by Hurricane Dolly.

Rehabilitation funds may also be used for general improvements that are "reasonable and customary" except as excluded herein. All improvements must be physically attached to the property and permanent in nature e.g. energy water heater, air-cooling and heating systems. Inspection will be conducted in order to ensure the home is brought up to HQS.

CDBG Disaster Recovery Funds may not be used for luxury items including, but not limited to: swimming pools, fences, television satellite dishes, and dishwashers.

Items damaged by Hurricane Dolly such as, air conditioners, heating systems, and water heaters are eligible to be replaced under the CDBG Disaster Recovery Program. Appliances and housing components that are not integral to the structure of the home such as washers, dryers, detached garages and carports are not eligible.

Eligible expenses also include the initial year's hazard insurance and if applicable, initial year's flood insurance policy.

G. ENVIRONMENTAL REVIEW

An environmental assessment shall be conducted for every assisted property and will be reviewed by TDHCA prior to assistance. The UCP shall follow the requirements of the CDBG program for housing related activities and submit appropriate forms and correspondence as required by TDHCA accordingly.

A prohibition of assistance will include the following, an area where Federal Assistance is not permitted such as areas subject to the coastal Barriers Resource Act, airport runway clear zones, etc.

H. ELIGIBLE ACTIVITIES

Rehabilitation – Rehabilitation shall be defined as bringing an entire structure into conformance with a pre-determined set of specifications and standards that address the entire condition of the structure. At a minimum, the rehabilitated portion must comply with housing quality standards (HQS) and local health and safety codes.

Reconstruction – Reconstruction shall be defined as the demolition, removal, and disposal of an existing housing unit and the replacement of that unit on the same lot with a unit that complies with the universal design features in new construction established by §2306.514, Texas Government Code, energy standards as verified by a REScheck certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. Reconstruction of a housing unit should be of a similar type structure.

Rehabilitation, reconstruction and new construction homes require compliance with Section 31 of the Federal Fire Prevention Control Act 1974.

I COSTS

Project Delivery

Allowable delivery costs are cost that can be attributed directly to housing activities. Below are examples of project delivery costs:

- Case Management costs including:
 - Case management centers that will assist in application processing
 - Reviewing housing application submitted for assistance
 - Preparing recommendations for assistance and notification to applicants
- Preparation of bid documents for construction activities
- Procurement of services or goods related to housing activities
- Contract preparation related to subcontracted activities associated to housing activities
- Technical assistance (including travel costs) associated with a specific housing project
- Costs that tie into the housing itself:
 - Inspections
 - Submitting site review documents
- Predevelopment costs associated with specific housing projects approved for funding
- Preparing budgets for specific housing projects approved for funding
- Compliance reviews, such as environmental review records directly related to housing activities
- Documenting of acquisition or labor compliance activities tied to housing units or individual assistance, and other applicable compliance areas
- Reviewing applications submitted for assistance
- Preparing recommendations for assistance and notification to applicants
- Soft costs, such as inspections, work-write ups, and cost estimates
- Construction oversight of specific housing units
- Travel costs associated with specific housing units or assistance
- Preparing reports requested by TDHCA related to housing activities
- Record keeping directly related to housing activities

Project Costs

Allowable project costs are costs that can be directly attributed to a household that has been approved for assistance. Below are examples of project costs:

- Documenting of acquisition or labor compliance activities tied to an assisted housing unit or individual assistance, and other applicable compliance areas
- Hard costs, such as labor and materials to construct housing units or direct assistance to a household to address the effects of the hurricane
- Inspections of assisted households including lead-base paint and asbestos as applicable)
- Related code enforcement, permits, or engineering activities
- Document fees associated with assistance provided to a household (for example recording fees, appraisals, legal assistance fees, etc.)

Program Administrative Costs

Program administrative costs are defined as those services that are being completed on behalf of TDHCA primarily that are not specifically linked to housing activities. Some of the costs incurred after the date of the disaster occurrence will be considered program administrative costs and others will be considered planning costs. Program administrative costs as listed in 24 CFR 570.206(a)(1) include:

1. *Providing local officials and citizens with information about the program.* This is overall program information. Actual advertising and application intake and review can be a project delivery expense.
2. *Preparing program budgets and schedules, and amendments thereto.* Program costs associated with budgeting for individual sites can be a project delivery expense.
3. *Monitoring program activities for progress and compliance with program requirements.* On-site inspections are typically project delivery costs.
4. *Coordinating the resolution of audit and monitoring finding.*
5. *Evaluating program results against stated objective.*
6. *And managing the above staff.*

Examples of program administrative costs are:

- Assistance to TDHCA in organizing public hearings and application workshops
- Communication with communities for public hearings to distribute funds and score projects
- Determining national objective compliance and eligible and ineligible activities
- Supporting the governing board(s) responsible for the method of distribution and awards
- Tabulating scores for ranking of projects
- Preparing the application for CDBG Disaster Recovery funding to be submitted by each Subrecipient
- Preparing draw requests to TDHCA for services provided and subcontractors (housing)
- Attending implementation workshops conducted by TDHCA
- Responses to open records requests
- Responses to monitoring reports and resolving monitoring or audit issues
- Developing and assembling quarterly reports for housing activities Desk reviews or on-site contract management for housing activities (to review activities completed by subcontractors)
- Single audit costs associated with housing services provided by the Subrecipient or its subcontractors as applicable

J. APPLICANTS INELIGIBLE FOR ASSISTANCE

- When an applicant who has more than one dwelling structure on the property to be assisted unless the applicant agrees to remove the excess structure upon the execution of the construction contract.

- Any applicant whose property is located within the 100-year floodplain (FEMA Insurance Rate Maps) shall generally not be eligible for assistance unless approved by the UCP Director - contingent on such factors as additional construction costs (to deter flooding) and insurance costs and their respective impact on affordability.

K. HOMEOWNER'S RESPONSIBILITIES

- Maintain the home as their principal address for a period of at least three (3) years; and
- Maintain home insurance coverage (not less than contract amount), inclusive of fire and flood insurance (if applicable); failure to maintain flood insurance WILL prohibit future assistance; and failure to maintain hazard insurance MAY prohibit future assistance; and
- Keep current on all property taxes or have a tax deferral, tax exemption or be current on an approved repayment plan.

The Urban County Program will not be responsible for lost or damaged belongings of the Homeowner that may have occurred during the rehabilitation. Therefore, the homeowner must secure or relocate their belongings until the rehabilitation is complete. If Property is damaged through negligence of the Contractor, arrangements will be made by the contractor to reimburse the Homeowner.

Whenever possible the Contractor will make an effort to minimize the impact of the construction on the Homeowner. Work shall be carried out swiftly and directly. Electric, water, sewer and gas service will not be interrupted for more than twelve (12) hours without written approval by the Homeowner. Heat will be provided at all times during the winter months. Doors, windows and any other large openings or air leaks will be repaired on the same day. The work area shall be secured at all times.

The Work area shall be left clean and free from clutter at the end of each day and the contractor, not the Homeowner will be responsible for the storage of materials and tools.

The homeowner will be restricted from sale/transfer, including the leasing or renting of the property or alteration of property (unless: ADA modifications are necessary); this will require prior authorization from UCP. If the property is sold/ transferred, the homeowner will be responsible for repaying the Note to Hidalgo County in accordance to the terms of the Note.

L. SPECIAL CONDITIONS

As is customary within the Urban County Program to safeguard the public funds, we will monitor the homeowner for compliance through the three-year affordability period of the Note.

A release of lien will be issued and filed after the affordability time period has been met.

Voluntary Homeowner rehabilitation does not trigger relocation requirements for the homeowner. Therefore, the homeowner must temporarily relocate at their own expense during the rehabilitation of their home.

M. SELECTION PROCESS

Applications for assistance under any of the Housing Programs will be processed and reviewed by the UCP. Incomplete applications will not be accepted. An applicant has 30 days to complete an application for assistance. If incomplete application is not received within 30 days, it will be withdrawn and the applicant will have to reapply. The UCP will formally accept or reject all applications for assistance based on information received from the applicant, HUD criteria and subsequent amendments or modifications, title company reports, taxing entity reports and any other sources used to verify the information provided by the applicant. Applicants shall be advised of their application status in writing.

All applicants will be listed by date order and served on priority basis as described in the Priority Rating System Form (see attachment) in batches of twenty (20). If for any reason the applicant denies or refuses services at the point services are offered, their application shall become null and maintained in a separate filing system. Should the applicant reconsider their decision and again request services, a new application must be made and the applicant will be placed at the end of the list. Also, if an applicant delays their case for more than thirty (30) days (ex. document/information request, deciding to accept services, etc.), their application will be placed at the end of the list.

N. APPEALS PROCESS

All complaints arising from the CDBG Disaster Recovery Program shall initially be addressed by the HOME Manager. If the complaint cannot be resolved at this level, the complainant can request the item be forwarded to the UCP Director for resolution. Should the complaint not be resolved at this level it will be forwarded to the Hidalgo County Commissioners Court for consideration and resolution. If however, the complaint cannot be resolved at this level, the complainant will be referred to TDHCA for final resolution. All proceedings and communications relative to the complaint shall be appropriately documented and a file containing all such documentation shall be established and maintained by the HOME Program Division.

O. HOUSING ASSESSMENT

After an application is determined eligible for assistance, the Rehabilitation Specialist shall arrange a home visit with the homeowner to assess the extent of assistance needed. The Rehabilitation Specialist (Inspector) shall then formulate a work write-up/inspection that will address the deficiencies identified with the home. Photographs of the interior and exterior (front

and back) of the property may be taking during the inspection or construction process. The work write-up is then presented and discussed with the homeowner. Homes that require more than 50% of its appraised value in rehabilitation shall be reconstructed. The Program does not allow rehabilitation of MHUs.

P. PROCUREMENT

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition. Attention is given to potential organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition. Guidance on undertaking specific procurement transactions is provided in the County of Hidalgo Purchasing Policies and Procedures and the Urban County Program Procurement Standards. UCP will ensure that all contractors adhere to all laws which prohibit discrimination in housing and, in an affirmative manner.

Q. CONTRACTOR SELECTION

After the homeowner approves the work write-up presented by HOME staff, the UCP shall advertise the proposed work for bids from qualified contractors. Only bids from contractors on the UCP approved contractors list shall be considered. A minimum of fifteen (15) days will be allowed from the date the bid is first advertised to the date of bid opening in order to allow qualified contractors enough time to submit an informed bid. (TDHCA must approve the setup prior to any work) The UCP will adhere to the County of Hidalgo's bid procurement process and as such, contractors must coordinate their bid submissions through the Hidalgo County Purchasing Department. HOME staff will hold pre-bid conferences with contractors in order to address or discuss bid specifications, floor plans, site locations or any other relevant information. The bid must be within 15% of the initial cost estimate. If the bid is too high, one of the following will occur: 1) request the bidder to review his or her bid to determine if any items were priced inappropriately and to revise his/her bid accordingly or 2) Hidalgo County will re-bid the project in its entirety. If errors are confirmed in the original cost estimate, appropriate estimate adjustments shall be made to effectively compare the bids to this estimate. The UCP will accept the lowest bid from a qualified contractor unless extenuating circumstances exist that would create an unfavorable situation for the UCP or the client. UCP approved bids and related contract documents will then be presented to the Commissioner's Court for final approval. The UCP reserves the right to limit the number of bids awarded to contractors in each bid cycle if it determines that a low-bidding contractor is overextending his capability to perform quality work in a timely fashion. In such circumstances, the extra bids will be awarded to the next lowest bidder. In these situations, the lowest bidder will receive the bids from the oldest applications as indicated by application date with the next lowest bidder awarded the projects next in line and so forth. This determination shall be made by the UCP Director after consultation with the HOME Manager.

Bidders proposals will be in effect for a period of thirty (30) days from the date of bid closing. The successful bid shall be awarded during this period. A Notice to Proceed will then be signed

by the Homeowner, Contractor, Home Manager and UCP Director no later than fifteen (15) days from the bid award date. If the foregoing time limits are exceeded, it shall be the bidder's prerogative to withdraw the bid in writing, if so desired.

If all bids are over the maximum note limit, the proposed work write-up shall reviewed to decide what items, if any, can be eliminated.

R. CONTRACTOR QUALIFICATIONS

In order to be eligible to participate in the construction work financed under the rehabilitation program, contractors must meet the following minimum requirements:

1. The Contractor must not be a debarred, suspended, or ineligible contractor according to the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Programs". And the State's Debarment List Verification of contractor eligibility shall be obtained from TDHCA prior to awarding any contract to the Contractor.
2. The Contractor must certify that he or she will not discriminate against any protected group of persons under State and Federal law. Whenever possible, program administrators will give opportunities to low income workers to Historically Underutilized Businesses (HUBS) and will make an affirmative effort to encourage bids from such contractors.
3. The Contractor must carry a \$500,000 Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County. The Contractor must also carry Automobile Liability insurance with limits of at least \$300,000 per person and \$500,000 per occurrence and Workers Compensation Insurance. Coverage should include injury to or death of persons and property damage claims with limits up to \$500,000 arising out of the services provided to County hereunder. 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 the 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 30 days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
4. The Contractor must have submitted all contractor certifications and proof of insurance and payment and performance bonds prior to the execution of any construction contract.
5. Acceptable work references and credit history must be verified for each participating contractor. The Contractor will be considered to be a non-responsible bidder if his/her past performance on rehabilitation projects was not acceptable.

S. CONTRACTOR RESPONSIBILITIES

Contractors are required to ensure that all subcontractors they hire to assist them on awarded projects are reputable, competent and in good standing with the County of Hidalgo , the Sate and the Federal Government. Contractors shall be responsible for obtaining the required building permits in order to initiate construction activities and shall assume the fee for the same. It shall further be the contractor's responsibility to request code compliance inspections as they become necessary and pertinent. The Contractor shall be held responsible for any violation of local ordinances and any penalties levied as a result thereof. Also, the contractor will rehab./reconstruct housing units to conform to Title 24 982.401 Housing Quality Standards (HQS) and reconstruction/new construction will comply with the universal design features in new construction, established by §2306.514, Texas Government Code, energy standards as verified by a REScheck certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code . As well as, compliance with Section 31 of the Federal Fire Prevention Act of 1974.

Contractor shall review bid specifications with the accompanying floor plans and contrast them with the project site in order to acquire a clear and accurate understanding of the scope and scale of the proposed project. Should any items become apparent that would not meet industry construction standards, applicable codes, ordinances or minimum property standards that were not addressed either by error or omission in the bid specifications, work write-up or floor plans, the Contractor is required to bring the items to the attention of UCP HOME staff immediately.

Contractors are required to provide all transportation, material, labor, apparatuses and tools necessary to bring the project to completion in a timely fashion and in the best condition possible. All labor is to be done in a skillful and thorough manner and consistent with the industry standard. All material used is to be of the dimension, design and grade as specified. All patented materials specified by trade name are to be applied or installed strictly according to manufacturer's specifications.

Property items that were not called for removal in the specifications shall be replaced or reinstalled by the Contractor prior to the final inspection. Any additions or reductions to the Work Write-up and/or Contract need to be approved by the Subrecipient after the change order has been signed and dated by the homeowner and contractor. Changes might include trees, shrubs or plants that need to be cut or removed to facilitate the construction. In these instances, the Contractor must exercise prudent judgment and consult with the homeowner by acknowledgement of the change order and approval by the Subrecipient prior to undertaking any changes.

Contractor is required to begin work on the project within ten (10) working days after receiving the Notice to Proceed. Note: Notice to Proceed cannot be released until after TDHCA approves the setup in the Contract System. No extensions beyond the allotted number of days called for in the construction contract shall be allowed. The only exception given in this case are rain days given on a case to case basis. One additional workday is allowed for each rain day occurrence. Contractors are required to request the additional workdays in writing within two days from the rain day. A day is defined as any point beyond 9:00 a.m. that the homeowner has not been given

possession of the home.

Such replacement Contractors shall be paid from the 10% retainage withheld from the primary Contractor.

Contractors may request two interim draws upon that specified completion of work. No advanced funds shall be requested/paid under this Program. Upon 100% completion, contractor may request the Final Draw (90%/10%). If the Final Inspection fails, the contractor cannot request a final draw. A 10% retainage of the project budget will be withheld for 30 days (except with MHUs) following Final Inspection. If any/all warranty items become known during this period, all work must be repaired/fixed before the retainage will be released.

T. DISPUTES

Contractor shall guarantee all work performed for a minimum of one year (exceptions below) from the date of final acceptance by the homeowner and/or the UCP. Corrective actions on 3-month warranty items are strictly required from the Contractor. Deficiencies brought to the attention of the Contractor must be corrected within 10 working days unless a clear and present danger to the homeowner or property exists. In this case, the situation must be addressed immediately but no later than a 24-hour timeframe. Should a Contractor fail to repair the items/deficiencies brought to his attention within the specified timeframe, the homeowner may take legal recourse against the contractor as outlined in the construction contract.

Homeowners and Contractors are encouraged to resolve any disputes among themselves. If Homeowner and contractor are not able to reach a mutual agreeable solution, then the dispute may be brought before the HOME Division Manager to review the situation and make a resolution ruling. If the ruling is unacceptable to either parties, then either may request the situation to be reviewed by the Executive Director. If there is still no resolution, cases will be handled by TDHCA and if necessary, their governing board. Should all measures fail to bring about and amicable resolution, either parties may seek legal recourse as defined in the Construction Contract.

U. LEAD-BASED PAINT TESTING & LEAD HAZARD REDUCTION PLAN

All applicants qualifying for assistance will have their homes tested for lead-based paint according to HUD guidelines if their home was constructed prior to January 1, 1978 except under the following:

Residential structures built after January 1, 1978.
Emergency action activities only.

Existence of Lead Based Paint Unlikely:

1. Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations.
2. Properties where all lead-based paint has been identified and removed using approved methods.

Human Threat Unlikely

1. Unoccupied units that will be demolished.
2. Property not used for human residential habitation. This does not apply to common areas such as hallways or stairways or residential and mixed-up properties.
3. Rehabilitation that does not disturb paint.

Child Occupancy Unlikely

1. Property has no bedrooms
2. Elderly and disabled housing.

Any expenses classified as costs related to Lead Hazard Evaluation and Reduction Costs shall be covered by the note.

Homeowners shall be provided with information about the hazards of lead-based paint. Testing shall be completed by certified lead-based paint testing personnel. Personnel shall be required to follow all HUD standards regarding the testing of lead-based paint. In situations where the presence of lead-based paint is found, the UCP will undertake the following levels of intervention and action:

- Rehabilitation activities less than \$5,000 – Safe work practices and work site clearance
- Rehabilitation activities between \$5,000 and \$25,000 – Risk assessment and interim controls
- Rehabilitation activities over \$25,000 – Risk Assessment and abatement

The following actions will be taken to protect occupants from lead-based paint hazards associated with lead hazard reduction activities:

- Occupants may not enter the work site during lead hazard reduction activities. Re-entry is permitted only after lead hazard reduction activities are completed and the dwelling has passed a clearance examination.

- Occupants of the unit must temporarily relocate during lead hazard reduction activities.

V. CONFLICT OF INTEREST

The UCP covenants that neither member of its organization nor staff member who exercises influence on the decision making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association hired to carry out any program activities or is a beneficiary of any program activity. All applicants will be required to sign a Conflict of Interest Statement under which any existing or potential conflict of interest must be revealed.

In accordance with the Department of Housing and Urban Development (HUD) CDBG reg. 24 CFR 570.611, (b) Conflicts of Prohibited, the following conflicts are prohibited:

- (A) No Person described in paragraph (b) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with the CDBG Disaster Recovery funds or who are in a position to participate in a decision making process or gain inside information with regard to this activities, may obtain a financial interest or benefit from Disaster Recovery activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (B) The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the UCP, or sub-recipient which are receiving CDBG Disaster Recovery funds.
- (C) Exceptions: Threshold requirements. Upon the written request of the UCP, the Department of Housing and Urban Development (HUD) may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the CDBG Disaster Recovery Program and the effective and efficient program and project administration of the UCP. An exception may be considered only after the UCP has provided the following:
 - 1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - 2. An opinion of the Urban County Program's attorney that the interest for which the exception is sought would not violate State or Local Law.
- (D) All applicants will be required to sign a Conflict of Interest Statement.

W. FILES AND RECORDS

The UCP shall maintain accurate files and records on each applicant and shall retain all pertinent documentation for a period of five years after the end of the TDHCA Contract. Records will be made available for governing bodies of the program upon request. Such records will be open for public inspection (including financial records) in accordance with the Texas Public Information Act.

PRIORITY RATING SYSTEM

The following rating system will be used for all applicants filed for processing. When there are more applications to be processed than Disaster Recovery funds can assist, those applications with the highest rating will receive priority.

I.	Unit Characteristics	Points
A.	Uninhabitable -The condition of the house has caused household members to be homeless or involuntarily displaced by causing an imminent threat to their safety.	50
B.	Substandard -The damage to the home has caused inaccessibility to disabled household members. The unit conditions are contributing to serious/chronic health related issues.	30
C.	Minimal Damage -Property affected by Hurricane but does not meet the uninhabitable or substandard definition	15
II.	Household Characteristics	
	Elderly (62 yrs of age and over) and disabled	25
	Elderly (62 yrs of age and over)	20
	Single (non-elderly), disabled, with dependent children	25
	Single and disabled	20
	Household, disabled, with or without dependent children	20
	Single with dependent children	15
	Single (non-elderly)	5
	Household with or without dependent children	5
III.	Household Size	
	over 5 members	25
	3 – 5 members	10
	1 – 2 members	5
IV.	Household % Area Median Income	
	30% and below	25
	31% - 50%	15
	51% - 80%	10

**Program Amendment - Pct. #3 Work Plan
CC REGULAR**

Date: 03/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Public Hearing on a proposed Budget & Program Amendment for Urban County Program FY 21 (2008) and YR 22 (2009) for Hidalgo County Precinct No. 3. The proposed amendment will delete the street and fire station activities of forfeited Sullivan City funds and increase the Precinct 3 Street Improvement funds and add new streets to the work plan.
2. Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct No. 3 to the existing work plan for Urban County Program Year 21 (2008) and Year 22 (2009).

BACKGROUND

A Public Hearing was held on March 2, 2010 at 9:30 a.m., and citizen participation requirements have been met. See attached detailed amendment.

The proposed Precinct 3 Year 21 (2008) Amendment will:

* delete the Sullivan City Street Improvements (\$324,310.00) and Sullivan City Fire Station (\$5,000.00) activities, increase funds for Precinct 3 Street Improvement activities in the amount \$329,310.00 and add to the workplan: The construction or re-construction of Breyfogle Road from FM 495 to 3 Mile, Minnesota Road from 5 Mile to 7 Mile, Moorefield Road from FM 495 to 5 Mile, La Homa Road from 7 Mile to 10 Mile and Abram Road from Expressway 83 to Business Highway 83 and the surrounding streets in the general vicinity to include, but not limited to, caliche, curb & gutter, sidewalks and related appurtenances.

The proposed Precinct 3 Year 22 (2009) Amendment will:

* add to the workplan: The construction or re-construction of Breyfogle Road from FM 495 to 3 Mile, Minnesota Road from 5 Mile to 7 Mile, Moorefield Road from FM 495 to 5 Mile, La Homa Road from 7 Mile to 10 Mile and Abram Road from Expressway 83 to Business Highway 83 and the surrounding streets in the general vicinity to include, but not limited to, caliche, curb & gutter, sidewalks and related appurtenances.

Fiscal Impact

FISCAL YEAR:

ACCT. #: No fiscal impact

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amounts of deleted projects equal amount of additions to the work plan.

Attachments

Link: AI-20100 Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Perla Lopez	Angela Garcia	02/25/2010 10:00 AM	APRV
3	Dale Kennan	Dale Kennan	02/25/2010 11:36 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 11:56 AM	APRV
5	Purchasing Department	Marty Salazar	02/25/2010 02:53 PM	APRV

Form Started By: Estella Webber
Started On: 02/24/2010 02:26 PM
Final Approval Date: 02/25/2010

**PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 3
URBAN COUNTY PROGRAM
PROGRAM AMENDMENT**

In compliance with the Community Block Grant CDBG (CDBG) requirements, Hidalgo County Commissioners' Court will conduct a Public Hearing to solicit input from interested parties on the proposed program amendment to its Urban County Program Year 21 (2008) and Year 22 (2009) for Precinct 3.

The public hearing will be held on Tuesday, March 2, 2010 at 9:30 a.m. at the Hidalgo County Administration Building located at 100 East Cano, Edinburg, TX 78539. The following is the proposed program amendment:

Precinct No. 3 - Year 21 (2008)		
Existing Budget	Activity	Proposed Budget
\$ 1,053,135.63	Street Improvements (+329,310.00)	\$ 1,382,445.63
324,310.00	Street Improvements (Sullivan City) (-324,310.00)	0.00
5,000.00	Fire Station (Sullivan City) (-5,000.00)	0.00
16,368.66	Public Services	16,368.66
4,999.61	Senior Services	4,999.61
12,062.15	Youth Services	12,062.15
25,000.00	Transportation Services	25,000.00
8,894.40	Battered & Abused Spouses	8,894.40
32,050.90	Abused & Neglected Children	32,050.90
4,354.65	General Administration	4,354.65
\$1,486,176.00	TOTAL	\$1,486,176.00

The proposed amendment will **delete** the Sullivan City Street Improvements (\$324,310.00) and Fire Station (\$5,000.00) activities and allocate funds for Precinct 3 Street Improvement activities in the amount \$329,310.00.

The proposed amendment will **increase** the Precinct 3 Street Improvements activity funds and **add** to the workplan: The construction or re-construction of Breyfogle Road from FM 495 to 3 Mile, Minnesota Road from 5 Mile to 7 Mile, Moorefield Road from FM 495 to 5 Mile, La Homa Road from 7 Mile to 10 Mile and Abram Road from Expressway 83 to Business Highway 83 and the surrounding streets in the general vicinity to include, but not limited to, caliche, curb & gutter, sidewalks and related appurtenances.

Precinct No. 3 - Year 22 (2009)		
Existing Budget	Activity	Proposed Budget
\$ 973,391.00	Street Improvements	\$ 973,391.00
334,011.00	Street Improvements (Palmview)	334,011.00
20,000.00	Water/Sewer Improvements	20,000.00
29,774.00	Public Services	29,774.00
7,000.00	Senior Services	7,000.00
37,000.00	Youth Services	37,000.00
25,000.00	Transportation Services	25,000.00
10,000.00	Battered & Abused Spouses	10,000.00
45,000.00	Abused & Neglected Children	45,000.00
5,000.00	General Administration	5,000.00
\$1,486,176.00	TOTAL	\$1,486,176.00

The proposed amendment will **add** to the Precinct 3 Street Improvements workplan: The construction or re-construction of Breyfogle Road from FM 495 to 3 Mile, Minnesota Road from 5 Mile to 7 Mile, Moorefield Road from FM 495 to 5 Mile, La Homa Road from 7 Mile to 10 Mile and Abram Road from Expressway 83 to Business Highway 83 and the surrounding streets in the general vicinity to include, but not limited to, caliche, curb & gutter, sidewalks and related appurtenances.

ACCOMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.
LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONA QUE ASI LO DESEEN.

For more information, please come by the Urban County Program office or call (956) 787-8127.

WRITTEN COMMENTS CAN BE FORWARDED TO:

**Diana R. Serna, Executive Director
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577**

AI-19808

18.A.

2010 Election Contracts- Form(s)

CC REGULAR

Date: 03/02/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: Elections Administration

Information

CAPTION

Presentation of the election contracts for discussion and approval as to legal form.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact.

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

Link: [Blank Lease Contract](#)

Link: [Final Full Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	02/24/2010 03:23 PM	APRV
2	Yvonne Ramon	Yvonne Ramon	02/24/2010 07:23 PM	APRV
3	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
4	Roland Garcia	Rolando Garcia	02/26/2010 01:51 PM	APRV
5	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Veronica Lopez
Started On: 02/05/2010 08:35 AM
Final Approval Date: 02/26/2010

THE STATE OF TEXAS §
 § **CONTRACT FOR LEASE ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the _____, hereinafter referred to as “THE ENTITY,” pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on _____, 2010 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR’S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on _____, 2010 and any Runoff, if applicable.

ARTICLE II

SERVICES

- 2.01. ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

- (A) Procure, provide, prepare, program and distribute adequate election equipment, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;**
- (B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and**
- (C) Provide information for election officers.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.**

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.**

ARTICLE V

TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.**

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

- (A) One Base charge of \$150.00 for Programming iVotronic ballot for voting machines;**
- (B) Flat rate of \$50.00 for delivery and pick-up fee for I votronics for Early Voting and Election Day;**
- (C) A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;**
- (D) A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;**
- (E) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and**
- (F) The amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic.**
- (G) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

(Will include 6.02 & 6.03 only if entity opts to purchase.)

6.02 Optional Services and Costs:

Electronic Poll book with Voter Registration Database of \$100.00 per day plus a \$20.00 charge per polling location for each username and password. Entity must provide one (1) laptop per location.

- 6.03 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing; if poll books are printed, a fee for one of the two sets of poll books printed will be billed, as charged by third party vendor. Any additional copies shall be paid by Entity.**
- 6.04 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times. Should on-site, non-scheduled iVotronic training be required, a charge of \$100.00 for two (2) trainers will be incurred. Should off-site, non-scheduled iVotronic training be required, a fee of \$100.00 plus \$5.00 per person will be charged.**
- 6.05 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.**
- 6.06 As prescribed by the Election Code, Section 31.100(d), a ten percent (10%) administrative fee of the total amount of the estimated service contract shall be charged. This 10% estimated administrative fee shall be paid and returned with the**

signed contract.

- 6.07** Full payment of balance due, including the 10% of the administrative fee, shall be made by THE ENTITY within 30 days after receiving a final, itemized invoice from ADMINISTRATOR after calculations are finalized. Final payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Entity's Address below:

- 6.08** Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

ARTICLE VII

- 7.01** IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01.** 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.
- 8.02.** In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had

never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

NAME OF LEASING ENTITY

BY: _____
YVONNE RAMÓN

BY: _____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and _____, hereinafter referred to as “THE ENTITY,” pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on _____, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the _____, 2010, election of THE ENTITY_(the “Election”); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR’S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I

PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on _____, 2010, and any Runoff, if applicable.**

ARTICLE II

SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:**

- (A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for THE ENTITY;**
- (B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged according to a third party printing vendor;**
- (C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;**
- (D) Provide training for Judges/Clerks;**
- (E) Prepare, distribute, and publicize all notices and newspaper advertisements;**
- (F) Procure, provide, prepare, and distribute all necessary election supplies, including:**
 - 1) Ballots (preparation and distribution only);**
 - 2) Election kits; and**
 - 3) Ballot boxes and voting booths**
- (G) Procure early voting polling places and election day polling places, as ordered;**
- (H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;**
- (I) Notify the election judges of the date, time and place of the election;**

- (J) Procure and pay election judges and clerks for early voting and election day voting;**
- (K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;**
- (L) Procure and pay Ballot Board members ;**
- (M) Provide information for election officers;**
- (N) Prepare U.S. Department of Justice pre-clearance for the election;**
- (O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;**
- (P) Provide such incidental related services as may be necessary to effect the election;**
- (Q) Serve as the Early Voting Clerk; and**
- (R) Establish a Central Counting Station for the purpose of tabulating ballots.**

2.02 THE ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;**
- (B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of \$9.00 per hour for Election Judges and \$8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;**
- (C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;**
- (D) Tabulate the Election results for canvassing by THE ENTITY’S governing body;**
- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:**
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under**

Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

- (F) The County Election Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;**
- (G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and**
- (H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.**

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.**

ARTICLE V

TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder**

have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- A. One base charge of \$150.00 for Programming iVotronic ballot for voting machines;**
- B. Flat rate of \$50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day;**
- C. A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;**
- D. A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;**
- E. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and**
- F. The amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic.**
- G. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 Electronic Poll Book:

- A. Database access at \$100.00 per day;**
- B. Laptop rental, insurance and delivery fee of \$150.00 per location;**
- C. Printer label fee of \$.02 per label (price subject to change);**
- D. Creation of separate Username and password for each polling location at \$20.00 per location;**
- E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and**
- F. No charge for a digital copy of the Voter Registration list sent to Entity for self printing or if printing is necessary the fee will be charged as set by third party vendor.**

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at \$7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

- 6.06 Fee for Early Voting and General Election Combination forms and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, maps, custom signs and sample ballots;**
- 6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;**
- 6.08 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at \$9.00 per hour for Election Judge, \$8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and \$8.00 per hour for clerks;**
- 6.09 Pay for the cost of the Ballot Board judge at \$9.00 per hour and Ballot Board clerks at \$8.00 per hour;**
- 6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;**
- 6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;**
- 6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and**
- 6.13 Billing:**
- A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.**
 - B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.**
 - C. Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.**
 - D. Payment shall be made by check payable to the Hidalgo County Elections Administrator.**
 - E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:**

**Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**

Entity's Address below:

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

- 8.01. 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.**
- 8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

Entity
NAME OF LEASING ENTITY

BY: _____
YVONNE RAMÓN

BY: _____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20118

19.A.

**Pct 3 Drainage Equipment Yard
CC REGULAR**

Date: 03/02/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for County Judge to execute Closing documents for the Precinct No. 3 Drainage Equipment Yard with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check.

BACKGROUND

Fiscal Impact

Attachments

Link: scan 8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:44 AM	APRV
2	Olga Garza	Olga Garza	02/25/2010 02:23 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 04:51 PM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 05:01 PM	APRV

Form Started By: Sandra Garcia
Started On: 02/24/2010 04:52 PM
Final Approval Date: 02/25/2010



A. Settlement Statement (HUD-1)

B. Type of Loan	
1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins.	4. ☐ VA 5. ☐ Conv. Ins.
6. File Number: 102.05497	7. Loan Number: (Cash Sale) Gloria Rios
8. Mortgage Insurance Case Number: 3137814 Sierra - Greg	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: HIDALGO COUNTY, TEXAS P.O. Box 758 Edinburg, TX 78540		E. Name & Address of Seller: FIRST NATIONAL BANK P.O. Box 810 Edinburg, TX 78539	F. Name & Address of Lender:
G. Property Location: Tr. I, II-A 1.00 ac tr o/o Lot 80 Blk 2 LaHoma La Joya, TX 78560 Hidalgo County		H. Settlement Agent: JEFFERSON A. CRABB Phone Number: (956) 668-0328 3019 W. Alberta Ave. Edinburg, TX 78539	I. Settlement Date: 03/02/2010
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	

100. Gross Amount Due From Borrower	\$287,500.00	400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$287,500.00	420. Gross Amount Due To Seller	

201. Deposit or earnest money	\$1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	to 03/02/2010	511. County taxes	to
212. Assessments	to	512. Assessments	to
213. School Taxes 01/01/2010-03/02/2010	\$589.88	513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Seller	\$1,977.19	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	\$287,500.00	601. Gross amount due to seller (line 420)	
302. Less amount paid by/for borrower (line 220)	(\$1,977.19)	602. Less reductions in amt. due seller (line 520)	
303. Cash ☒ From ☐ To Borrower	\$285,522.81	603. Cash ☐ To ☐ From Seller	

The public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless, it displays a currently valid OMB control number. No Confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		
700. Total Real Estate Broker Fees	Division of Commission (line 700) as follows:	
	to	
	to	
703. Commission paid at Settlement		
704.	(	P.O.C. by)
800. Items Payable in Connection With Loan		
801. Our origination charge	\$	(from GFE #1)
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)
803. Your adjusted origination charges		(from GFE A)
804. Appraisal fee to	P.O.C. by	(from GFE #3)
805. Credit report to	P.O.C. by	(from GFE #3)
806. Tax service to	P.O.C. by	(from GFE #3)
807. Flood certification to FNB Fbo AFR	(	P.O.C. by) (from GFE #3)
808. Attorney Fees to Jefferson A. Crab		
809. Settlement Closing Fees to Jefferson A Crab		
810.		
811.		
812.		
813.		
814.		
815.		
816.		
817.		
818.		
819.		
820.		
900. Items Required By Lender To Be Paid In Advance		
901. Daily interest charges from 03/02/2010 to 04/01/2010 @	/day	(from GFE #10)
902. Mortgage Insurance Premium for	months	(from GFE #3)
903. Homeowner's insurance for	years	(from GFE #11)
904.	years	
905.	to	
1000. Reserves Deposited With Lender		
1001. Initial deposit for your account		(from GFE #9)
1002. Homeowner's insurance	months @	\$ per month
1003. Mortgage insurance	months @	\$ per month
1004. Property taxes	months @	\$ per month
1005.	months @	\$ per month
1006.	months @	\$ per month
1007. Aggregate Adjustment		\$- 0.00
1100. Title Charges		
1101. Title services and lender's title insurance		(from GFE #4)
1102. Settlement or closing fee		
1103. Owner's title insurance		(from GFE #5)
1104. Lender's title insurance		Sterra Title Company
1105. Lender's title policy limit		
1106. Owner's title policy limit		\$287,500.00
1107. Agent's portion of the total title insurance premium		
1108. Underwriter's portion of the total title insurance premium		
1109.		
1110.		
1111.		
1200. Government Recording and Transfer Charges		
1201. Government recording charges		(from GFE #7)
1202. Deed \$	Mortgage \$	
1203. Transfer taxes		(from GFE #6)
1204. City/County tax/stamps: Deed \$	Mortgage \$	
1205. State tax/stamps: Deed \$		
1206. Recording: SMD \$28		
1300. Additional Settlement Charges		
1301. Required services that you can shop for		(from GFE #6)
1302. Misc Expenses to Jefferson A. Crab	\$	
1303.	\$	
1304.		
1305.		
1306.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		

[illegible]

Certification
(continued from HUD-1)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower:

HIDALGO COUNTY, TEXAS
Date:

P.O. Box 758
Edinburg, TX 78540

Seller or
Agent:

FIRST NATIONAL BANK
Date:

P.O. Box 810
Edinburg, TX 78539

The HUD-1 Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

JEFFERSON A. CRABB

Date:

WARNING:

It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS
100 North Clossner
Edinburg, Texas 78539

SPECIAL WARRANTY DEED

Date: March 2, 2010

Grantor: **FIRST NATIONAL BANK**

Grantor's Mailing Address:

P.O. Box 810 / 100 W. Cano
Edinburg, Hidalgo County, Texas 78540-0810

Grantee: **HIDALGO COUNTY, TEXAS**

Grantee's Mailing Address:

100 North Clossner
Edinburg, Hidalgo County, Texas 78539

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION**

Property (including any improvements):

TRACT 1:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, Hidalgo County Texas, more particularly described by metes and bounds as follows:

COMMENCING, at the Southeast corner of Lot 80;

THENCE, North 81 degrees 10 minutes West, 339.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees 50 feet East, 385.5 feet, to the Northeast corner of this tract;

THENCE, North 81 degrees 10 minutes West, 113.0 feet, to the Northwest corner of this tract;

THENCE, South 8 degrees 50 minutes West, 385.5 feet to the Southwest corner of this tract and the South line of said lot 80;

THENCE, South 81 degrees 10 minutes East, 113.0 feet, along the South line of Lot 80, to the POINT OF BEGINNING and containing 1.00 acre of land, more or less.

TRACT II:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, Hidalgo County Texas, according to map thereof recorded in Volume 8, Page 9, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 80;

THENCE, North 81 degrees, 10 minutes West, 226.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees, 50 minutes East, 385.5 feet to the Northeast corner of this tract;

THENCE, North 81 degrees, 10 minutes West, 113.0 feet to the Northwest corner of this tract;

THENCE, South 8 degrees, 50 minutes West, 385.5 feet to the Southwest corner of this tract;

THENCE, South 81 degrees, 10 minutes East, 113.0 feet along the South line of Lot 80, to the POINT OF BEGINNING.

Reservations to Conveyance: NONE

Exceptions from Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2010 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

2. Right of Way Easement granted to Sharyland Water Supply Corporation, by instrument dated December 20, 1983, recorded in Volume 1980, Page 941, Deed Records of Hidalgo County, Texas. (as to tract I)

3. Right-of-Way Easement granted to Hidalgo County, by instrument dated May 12, 1953, recorded in Volume 773, Page 462, Deed Records of Hidalgo County, Texas. (effects both tracts)

4. Right-of-Way Easement granted to Central Power and Light Company, by instrument dated October 27, 1959, recorded in Volume 962, Page 514, Deed Records of Hidalgo County, Texas. (blanket)

5. Irrigation and utility easement as disclosed by instrument dated June 9, 1975, recorded in Volume 1446, Page 542, Deed Records of Hidalgo County, Texas. (as to Tract II)

6. Road Easement along the South side as shown on the Map recorded in Volume 8, Page 9, Map Records of Hidalgo County, Texas.

7. Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 6.

8. Oil, Gas, and Mineral Lease dated December 8, 1983, granted to Atlantic Richfield Company, recorded in Volume 1937, Page 986, Official Records of Hidalgo County, Texas.

9. Oil, Gas, and Mineral Lease dated February 6, 1985, granted to Atlantic Richfield Company, recorded in Volume 2122, Page 654, Official Records of Hidalgo County, Texas.

10. All oil, gas, and other minerals reserved and/or conveyed by Deeds recorded in Volume 259, Page 12, Oil and Gas Lease Records of Hidalgo County, Texas, and in Volume 1000, Page 350, Volume 1216, Page 831, and Volume 1232, Page 164, Deed Records of Hidalgo County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

FIRST NATIONAL BANK

By: _____
Name:
Title:

STATE OF TEXAS
§
COUNTY OF HIDALGO
§

This instrument was acknowledged before me on this _____ day of _____, 2010, by _____ of FIRST NATIONAL BANK, a National Banking Association, on behalf of said association.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Law Office of JEFFERSON A. CRABB
3019 W. Alberta Rd.
Edinburg, Texas 78539-3118

M:\FNB\Hidalgo County, Texas 102.05497\SWD 102.05497.doc

TAX PRORATIONS

TAX ACCOUNT NO.

L1100-02-002-0080-01
L1100-02-002-0080-02

TAXES PRORATED FROM:

January 1, 2010 thru March 2, 2010
March 3, 2010 thru December 31, 2010
61 (Seller)
304 (Buyer)

COUNTY OF HIDALGO

BASE AMOUNT: # 01 \$2,130.63 / 365 DAYS X 61 (# of days) = \$387.31 - Seller
02 \$186.91 / 365 DAYS X 304 (# of days) = \$1,930.23 - Buyer
\$2,317.54

CITY OF N/A

BASE AMOUNT: # 01 / 365 DAYS X 61 (# of days) = \$0.00 - Seller
02 / 365 DAYS X 304 (# of days) = \$0.00 - Buyer
\$0.00

SCHOOL OF LA JOYA

BASE AMOUNT: # 01 \$3,244.95 / 365 DAYS X 61 (# of days) = \$589.88 - Seller
02 \$284.67 / 365 DAYS X 304 (# of days) = \$2,939.74 - Buyer
\$3,529.62

IRRIGATION TAXES PRORATED THROUGH:

BASE AMOUNT:

/ 365 DAYS X 304 (# of days) = \$0.00 - Seller
/ 365 DAYS X 61 (# of days) = \$0.00 - Buyer
\$0.00

TOTAL TAX PRORATIONS:

SELLER'S PORTION
BUYER'S PORTION
2010 TAX PRORATIONS
\$977.20
\$4,869.96
\$5,847.16

Seller's Initials: _____

Buyer's Initials: _____

TAX LETTER

TO: JEFFERSON A. CRABB
Attorney at Law
3019 W. Alberta Rd.
Edinburg, Texas 78539
(the "Closing Agent")

File No.: 102.05497 GF No. 3137814 Tax ID No.: L1100-02-002-0080-01
L1100-02-002-0080-02

This letter agreement relates to the sale from FIRST NATIONAL BANK, as Seller, to HIDALGO COUNTY, TEXAS, as Buyer, of the following described property:

TRACT I:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, Hidalgo County Texas, more particularly described by metes and bounds as follows:

COMMENCING, at the Southeast corner of Lot 80;

THENCE, North 81 degrees 10 minutes West, 339.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees 50 feet East, 385.5 feet, to the Northeast corner of this tract;

THENCE, North 81 degrees 10 minutes West, 113.0 feet, to the Northwest corner of this tract;

THENCE, South 8 degrees 50 minutes West, 385.5 feet to the Southwest corner of this tract and the South line of said lot 80;

THENCE, South 81 degrees 10 minutes East, 113.0 feet, along the South line of Lot 80, to the POINT OF BEGINNING and containing 1.00 acre of land, more or less.

TRACT II:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, Hidalgo County Texas, according to map thereof recorded in Volume 8, Page 9, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 80;

THENCE, North 81 degrees, 10 minutes West, 226.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees, 50 minutes East, 385.5 feet to the Northeast corner of this tract;

THENCE, North 81 degrees, 10 minutes West, 113.0 feet to the Northwest corner of this tract;

THENCE, South 8 degrees, 50 minutes West, 385.5 feet to the Southwest corner of this tract;

THENCE, South 81 degrees, 10 minutes East, 113.0 feet along the South line of Lot 80, to the POINT OF BEGINNING.

The undersigned acknowledge and agree as follows:

1. Taxes for the current year have been prorated between the parties on the Settlement Statement as of **March 2, 2010**. The information used has been supplied to the Closing Agent from third parties, either tax offices or title companies.

2. That the Closing Agent has no responsibility for, and does not guarantee the accuracy of the tax figures furnished by the taxing agencies.

3. Buyer and Seller shall look solely to each other for any adjustments to be made in the prorations, and agree that the Closing Agent shall not be responsible therefore, in any manner.

4. That the Closing Agent is not responsible for notifying the taxing agencies of the change of ownership of the property and of the correct mailing address for mailing of future tax statements, and that Buyer shall be solely responsible for such notification to such agencies, as well as application for any exemptions, and should make notification or application to:

**Hidalgo County Appraisal District
4405 South Professional Drive
P.O. Box 208
Edinburg, Texas 78540-0208**

5. Seller represents that all taxes have been paid to all taxing agencies taxing the property and that there are no unpaid taxes on the property other than those being paid as part of this transaction, and agrees that in the event any of such taxing agencies made an error in the information furnished the Closing Agent that results in a claim being made by any of such taxing agencies for the payment of additional taxes or other funds, that the Seller will pay such taxes and/or additional funds immediately upon demand by the Closing Agent. Seller agrees to indemnify and to hold the Closing Agent harmless from any and all such taxes and/or additional funds.

6. Special agreements between parties about taxes: NONE

SELLER:

FIRST NATIONAL BANK

BUYER:

HIDALGO COUNTY, TEXAS

By: _____
Name:
Title:

By: _____
Name:
Title:

M:\FNB\Hidalgo County, Texas 102.05497\Tax Letter 102.05497.doc

©WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

SIERRA TITLE OF HIDALGO COUNTY, INC.
McAllen, Texas 78501

RE: GUARANTY FILE NUMBER: 3137814
FIRST NATIONAL BANK to HIDALGO COUNTY, TEXAS

Land: TRACT I:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES
SUBDIVISION UNIT NO. 2, Hidalgo County Texas, more particularly described by metes and
bounds as follows:

COMMENCING, at the Southeast corner of Lot 80;

THENCE, North 81 degrees 10 minutes West, 339.0 feet, along the South line of Lot 80, to
the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees 50 feet East, 385.5 feet, to the Northeast corner of this tract;

THENCE, North 81 degrees 10 minutes West, 113.0 feet, to the Northwest corner of this
tract;

THENCE, South 8 degrees 50 minutes West, 385.5 feet to the Southwest corner of this tract
and the South line of said lot 80;

THENCE, South 81 degrees 10 minutes East, 113.0 feet, along the South line of Lot 80, to the
POINT OF BEGINNING and containing 1.00 acre of land, more or less.

TRACT II:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES
SUBDIVISION UNIT NO. 2, Hidalgo County Texas, according to map thereof recorded in Volume 8,
Page 9, Map Records of Hidalgo County, Texas; said tract of land being more particularly described
by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 80;

THENCE, North 81 degrees 10 minutes West, 226.0 feet, along the South line of Lot 80, to
the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees 50 minutes East, 385.5 feet to the Northeast corner of this tract;

THENCE, North 81 degrees 10 minutes West, 113.0 feet to the Northwest corner of this
tract;

THENCE, South 8 degrees 50 minutes West, 385.5 feet to the Southwest corner of this tract;

THENCE, South 81 degrees 10 minutes East, 113.0 feet along the South line of Lot 80, to the POINT OF
BEGINNING.

1. Waiver of Inspection.

You may refuse to accept an Exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim of right adverse to the record owner of the land as shown in Schedule A of the Policy. The Company may require an inspection and an additional charge for reasonable and actual costs to inspect. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you waive inspection of the property and you accept the Exception in your policy.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You

understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey.

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration.

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy.

You may require deletion of the arbitration provision of the Owner Policy (T-1). If you do not delete this provision, either you or the Company may require arbitration, if the law allows and if the Policy provides so. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions to title on your land.

Date: _____, 2010

Signature:

HIDALGO COUNTY, TEXAS

By: _____

Name:

Title:

**DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)**

JAC File No. 102.05497
Title Company CF No. 3137814

(FNB/ HIDALGO COUNTY, TEXAS)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision shown below. It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules or the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company of the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

HIDALGO COUNTY, TEXAS

Date: **March 2, 2010**

By: _____
Name:
Title:

AI-20126

20.A.

Comm. Handy Pct. #1

CC REGULAR

Date: 03/02/2010
Submitted By: Joann Gonzalez, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Presentation of Social Security Admin. Office New Campaign. "Go online, don't stand in line."

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No fiscal impact to Co.	

Attachments

Link: [Social Security Ad](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 11:46 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/25/2010 01:11 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 04:32 PM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 05:01 PM	APRV

Form Started By: Joann Gonzalez
Started On: 02/25/2010 10:24 AM
Final Approval Date: 02/25/2010

How To Use The Online Retirement Estimator



www.socialsecurity.gov/estimator

The Retirement Estimator

- How it works;
- Who can use it; and
- Time limits.

Step One

What you need to fill out:

- Name;
- Social Security number;
- Date of birth;
- Place of birth; and
- Mother's maiden name.

(over)

Questions About Your Work

- Employment;
- Self-employment;
- Military service;
- Work for a government agency; and
- Work history.



Questions About Your Benefits

- When you want your Social Security benefits to start; and
- Other benefits you may receive.



Finishing Your Application

- Sign your application by selecting the "Sign Now" button;
- Get a receipt for your application;
- Get information on what to do next; and
- Receive a list of documents you may need to show us.



Social Security Administration
SSA Publication No. 05-10523
ICN 470140
Unit of Issue - HD (one hundred)
January 2009

AI-20154

21.A.

Recognizing posthumously the Sister of Mercy Gerrie Naughton for her exceptional service in the area of social justice

CC REGULAR

Date: 03/02/2010

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Precinct #2

Information

CAPTION

Approval of Proclamation recognizing posthumously the Sister of Mercy Gerrie Naughton for her exceptional service in the area of social justice

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 03:23 PM	APRV
2	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Monica Badillo			Started On: 02/26/2010 02:57 PM	
Final Approval Date: 02/26/2010				

AI-20145

21.B.

ICA - City of Alamo -Tower Rd. project

CC REGULAR

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Humberto Garza
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Precinct #2

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperative Agreement between County of Hidalgo and City of Alamo for Tower Road Project

BACKGROUND

this item was on the 2/23/10 agenda but no action was taken.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

City of Alamo will reimburse County of Hidalgo an amount not to exceed \$15,232.12 for removal of a county drainage improvement in relation to the Tower Road project.

* receivable account will need to be established for these monies.

Attachments

Link: [ICA](#)

Link: [bid desc](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 01:57 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2010 05:12 PM	APRV
3	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Monica Badillo			Started On: 02/26/2010 11:25 AM	
Final Approval Date: 02/26/2010				

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALAMO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the__ day of _____, 2010, by and between the **CITY OF ALAMO, TEXAS**, hereinafter referred to as "Alamo", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, Alamo and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, County made road improvements to Tower Road from Moore Road south to Rancho Blanco road and incurred all costs associated with the construction and drainage for these road improvements ("Tower Road Project");

WHEREAS, approximately 400 liner feet of pipe and a type "C" inlet were included in Tower Road Project within Alamo's corporate boundaries;

WHEREAS, Alamo has since developed new plans and specifications through its engineer for road and drainage improvements which have resulted in inconsistencies with the County's completed work of the portion of Tower Road Project within Alamo's corporate boundaries;

WHEREAS, Alamo desires to remove the County drainage improvements from the Tower Road Project within its corporate limits and has agreed to reimburse County for the costs incurred for this construction in order to pursue its own engineering plans and specifications within its boundaries.

WHEREAS, upon completion of Alamo's drainage improvements in the Tower Road Project vicinity, in accordance with Alamo's engineering plans and specifications, the parties agree that County will not be adversely affected by drainage concerns;

WHEREAS, County and Alamo are authorized to enter into this Agreement

pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. Alamo shall, at its own cost and expense, remove drainage improvements made by County within Alamo's corporate limits in relation to the Tower Road Project in Accordance with Exhibit "A" attached hereto and incorporated herein for all purposes (the "Removal Work") and shall reimburse County an amount not to exceed Fifteen Thousand Two Hundred and Thirty Two Dollars and 12/100ths (\$15,232.12) for costs incurred by County for such construction.
2. Upon completion of the Removal Work, County shall invoice Alamo for reimbursement in the amount stated in paragraph 1 above for the removed improvements and Alamo agrees to reimburse County within thirty (30) days of receipt of such invoice.
 - a. The approximately 400 linear feet of pipe to be removed will be utilized at the City's discretion.
3. Alamo shall cause to be constructed at its own cost and expense, adequate drainage and/or road improvements within its corporate limits to insure sufficient drainage to County property located within the vicinity of Tower Road Project which might otherwise be affected by the removal of the County improvements the subject of this Agreement.
4. Alamo agrees to release County from any and all liability which may arise due to the removal of the County built road and drainage improvements within the city limits of Alamo in relation to the Tower Road Project.
5. **Conflict of 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 their 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.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Alamo and County, and not otherwise.
8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 Alamo: City of Alamo, Texas
 Attention: Mayor Rudy Villarreal
 430 N. Tower Road
 Alamo, Texas 78516

If to County: Hidalgo County, Texas
 Attention: Rene Ramirez, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

With copy to: Hector Palacios
 Commissioner, Precinct No. 2
 301 E. State Street
 Pharr, Texas 78577

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.

10. **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.

11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by Alamo and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alamo and County in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, Secretary

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

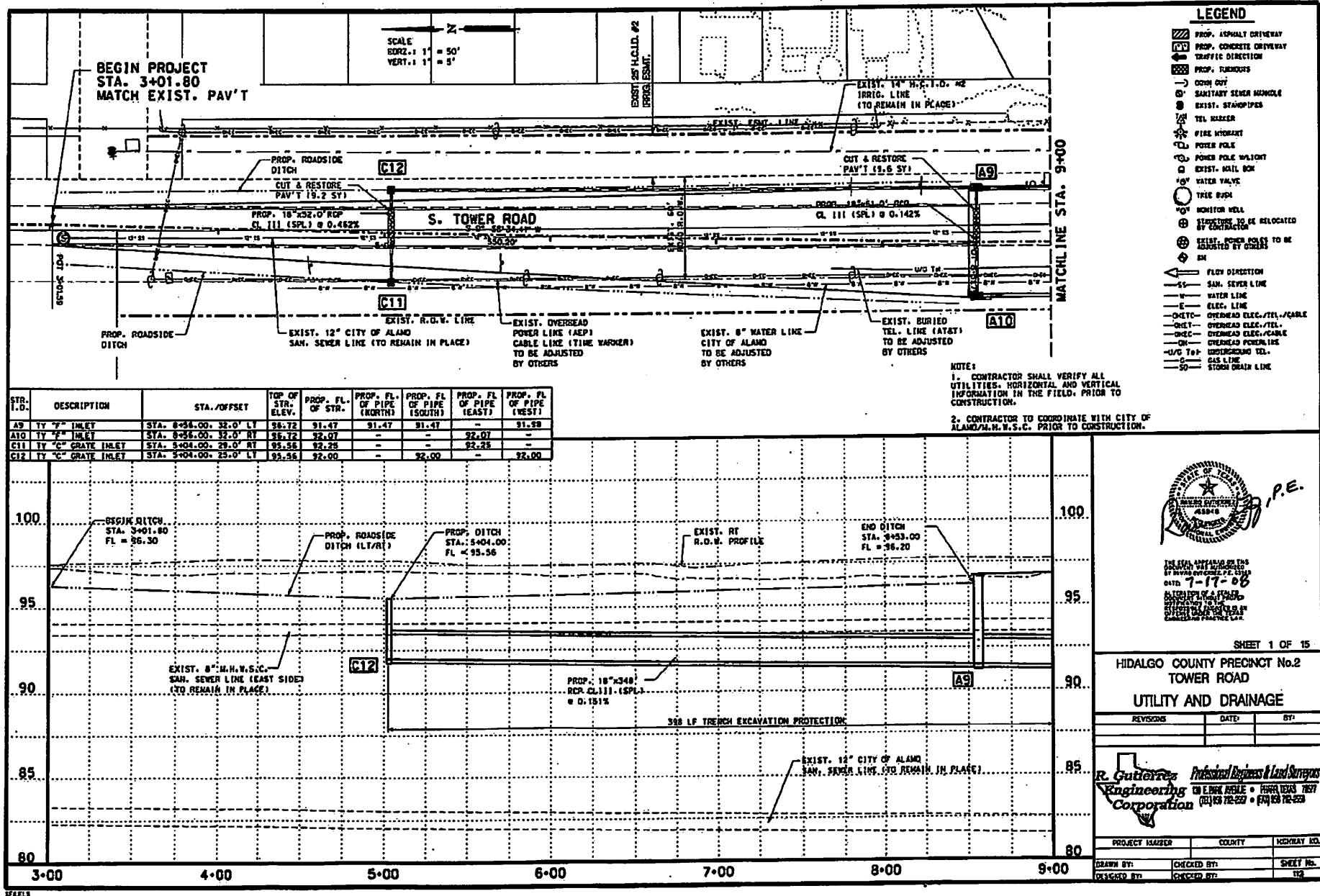
Client: HIDALGO COUNTY PRECINCT NO. 2

Project: TOWER ROAD DRAINAGE Items

By: Ramiro Gutierrez

Date: 02/17/10

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID					
* 400	Cement Stabilized Backfill	CY	0	\$20.00	\$0.00
* 400	Cut & Restore Pavement	SY	9	\$36.10	\$332.12
* 402	Trench Excavation Protection	LF	342	\$1.25	\$427.50
464	Reinforced Concrete Pipe (CI III) (18) (Rubber Gasket)	LF	382	\$29.50	\$11,269.00
464	Reinforced Concrete Pipe (CI III) (24) (Rubber Gasket)	LF	0	\$33.90	\$0.00
464	Reinforced Concrete Pipe (CI III) (30) (Rubber Gasket)	LF	0	\$54.50	\$0.00
464	Reinforced Concrete Pipe (CI III) (36) (Rubber Gasket)	LF	0	\$65.50	\$0.00
464	Reinforced Concrete Pipe (CI III) (42) (Rubber Gasket)	LF	0	\$90.10	\$0.00
465	Inlet (Complete) (Ty C)	EA	1	\$3,100.00	\$3,100.00
465	Manhole (Complete) (Ty A)	EA	0	\$2,200.50	\$0.00
* 467	Safety End Treatment (18") (4:1)	EA	0	\$600.00	\$0.00
* 467	Safety End Treatment (18") (3:1)	EA	0	\$700.00	\$0.00
* 506	Construction Exits (Ty II) (Install)	SY	0	\$15.50	\$0.00
* 506	Construction Exits (Ty II) (Removel)	SY	0	\$5.50	\$0.00
* 506	Temp Sediment Control Fence	LF	46	\$2.25	\$103.50
4035	RC Low Head Pressure Pipe (CL III) (18 IN)	LF	0	\$22.35	\$0.00
4035	RC Low Head Pressure Pipe (CL III) (24 IN)	LF	0	\$32.50	\$0.00
4035	Stand Pipe (24 IN)	EA	0	\$4,000.00	\$0.00
	TOTAL BASE BID				\$15,232.12



Discussion on County Auditor's Procedures CC REGULAR

Date: 03/02/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

1. Discussion, consideration and action to request the County Auditor's office to establish procedures/requirements in writing and provide advice to all potential vendors prior to an implementation of any construction or procurement contract which may require special State, and/or Federal protocols.
2. Discussion, consideration and action recommending and encouraging the Hidalgo County Board of Judges to direct the County Auditor to establish procedures/requirements in writing and provide advice to all potential vendors prior to an implementation of any construction or procurement contract which may require special State, and/or Federal protocols.

BACKGROUND

Due to the recent conflicts involving various construction contracts, it is vital that clear and unambiguous procedures be developed and implemented to facilitate all processing procedures without discrepancy and/or delay. In addition, procedures will allow for assurance that all compliance with State and Federal requirements involving any construction or procurement are met.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 02:00 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2010 04:58 PM	APRV
3	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 02/26/2010 01:17 PM	
Final Approval Date: 02/26/2010				

AI-20156

22.A.

**Approval to submit payment to TxDot
CC REGULAR**

Date: 03/02/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Discussion, consideration, and approval for County Auditor/Treasurer to issue payment to Texas Department of Transportation in the amount of \$3,289.95 for the completion of the acquisition/utility relocation process of the Business 83 Phase 2 (Showers Road to FM 1427) project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-260-004-0-841
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Refer to AI - 20086 transfer of \$3,289.95 (3/2/10 CC).

Attachments

Link: [TxDot - Payment Req](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	02/26/2010 03:59 PM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 04:17 PM	APRV
3	Roland Garcia	Rolando Garcia	02/26/2010 04:58 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Perla Lopez
Started On: 02/26/2010 03:33 PM
Final Approval Date: 02/26/2010



Texas Department of Transportation

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

February 17, 2010

Request for Additional Funding

County: Hidalgo
ROW CSJ: 0039-02-054
Federal project Number: n/a
Account Number: n/a
Highway and Limits: Bus 83 from Showers Rd to FM 1427

RECEIVED

FEB 18 2010

COUNTY JUDGE

The Honorable Rene Ramirez
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540

Attention: Ray Eufracio, County Auditor

Dear Judge Ramirez:

The above captioned project has been reviewed and noted that the present expenditures exceed Hidalgo County advance payment. In accordance with the terms of the agreement (copy attached) negotiated with the State, the Hidalgo County placed a total of \$32,480.03 as advance payment to cover its 3.3% share of the estimated cost associated with the purchase of right of way.

Auditing by this office revealed additional funds are due to the Texas Department of Transportation. Attached is a statement of the cost amounting to \$35,769.98 leaving a deficit of \$3,289.95. Due to the substantial amount expended over the original cost estimate, it has been determined that an additional \$3,289.95 will be needed to complete the acquisition/utility relocation process on this project. Please remit a check made payable to the Texas Department of Transportation in the amount of \$3,289.95 within thirty days from the receipt of this letter.

THE TEXAS PLAN

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

An Equal Opportunity Employer

Letter to Judge Ramirez
2-17-10
Page 2

If you should have any questions concerning this matter, please contact Pete Segundo at (956) 702-6163.

Sincerely,

A handwritten signature in cursive script that reads "Nelda R. Eureste".

Nelda R. Eureste
Right of Way Manager, South Region

Cc: Mario R. Jorge, P.E., District Engineer
Jody Ellington, P.E., Director Transportation Planning and Development
Hector Gonzalez, P.E., Pharr Area Office Engineer

Enclosures: Breakdown of Expenditures
Copy of the LPA Agreement

HIGHWAY	Bus 83	PROJECT	0039-02-054	ENTITIY	Hidalgo County	
		RCSJ:				
			PERCENTAGE	3.30%		
PARCEL	DATE	TOTAL LAND	TOTAL UTILITIES	TOTAL LPA	LPA LAND	LPA UTILITIES
1		\$11,232.00		\$ 370.66	\$ 370.66	
2		\$37,810.00		\$ 1,247.73	\$ 1,247.73	
3		\$13,817.00		\$ 455.96	\$ 455.96	
4		\$4,852.00		\$ 160.12	\$ 160.12	
5		\$20,859.00		\$ 688.35	\$ 688.35	
6		\$18,410.00		\$ 607.53	\$ 607.53	
7		\$39,821.00		\$ 1,314.09	\$ 1,314.09	
8		\$16,382.00		\$ 540.61	\$ 540.61	
9		\$18,607.00		\$ 614.03	\$ 614.03	
10		\$15,825.00		\$ 522.23	\$ 522.23	
11		\$226,467.00		\$ 7,473.41	\$ 7,473.41	
12		\$6,223.00		\$ 205.36	\$ 205.36	
13		\$6,000.00		\$ 198.00	\$ 198.00	
14		\$18,807.00		\$ 620.63	\$ 620.63	
15		\$16,507.00		\$ 544.73	\$ 544.73	
16		\$26,169.00		\$ 863.58	\$ 863.58	
17		\$6,678.00		\$ 220.37	\$ 220.37	
18		\$17,689.00		\$ 583.74	\$ 583.74	
19		\$139,467.00		\$ 4,602.41	\$ 4,602.41	
20		\$4,936.00		\$ 162.89	\$ 162.89	
21		\$9,988.00		\$ 329.60	\$ 329.60	
22		\$8,731.00		\$ 288.12	\$ 288.12	
23		\$4,184.00		\$ 138.07	\$ 138.07	
24		\$7,686.00		\$ 253.64	\$ 253.64	
25		\$4,052.00		\$ 133.72	\$ 133.72	
26		\$5,418.00		\$ 178.79	\$ 178.79	
27		\$6,949.00		\$ 229.32	\$ 229.32	
28		\$8,220.00		\$ 271.26	\$ 271.26	
29		\$31,856.00		\$ 1,051.25	\$ 1,051.25	
30		\$20,013.00		\$ 660.43	\$ 660.43	
31		\$65,493.00		\$ 2,161.27	\$ 2,161.27	
32		\$18,930.25		\$ 624.70	\$ 624.70	
33		\$50,947.00		\$ 1,681.25	\$ 1,681.25	
34		\$25,752.00		\$ 849.82	\$ 849.82	
35		\$36,321.00		\$ 1,198.59	\$ 1,198.59	
36		\$7,125.00		\$ 235.13	\$ 235.13	
37		\$1,015.00		\$ 33.50	\$ 33.50	
38		\$5,000.00		\$ 165.00	\$ 165.00	
U10503			\$ 99,700.53			\$0.00
TOTALS		\$ 984,238.25	\$ 99,700.53	\$ 32,479.86	\$ 32,479.86	\$ -
DISTRICT RECORD & ROWIS		\$ 984,238.25	\$ 99,700.53			

HIGHWAY	Bus 83	PROJECT	0039-02-054	ENTITIY	Hidalgo County	
		RCSJ:				
			PERCENTAGE	3.30%		
PARCEL	DATE	TOTAL LAND	TOTAL UTILITIES	TOTAL LPA	LPA LAND	LPA UTILITIES
LPA EXPENDITURES ACCORDING TO FIMS 5801				\$ 35,769.98		
DIFFERENCE (QC/QA COMPARISON)						
DEPOSITS LESS REFUNDS PER FIMS 8501				\$ 32,480.03		
LPA BALANCE				\$ (3,289.95)		



AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT
(Economically Disadvantaged County)

County: Hidalgo
District: Pharr

Federal Project No: N/A
Highway: US Business 83

ROW CSJ No: 0039-02-054

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and the County of Hidalgo, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the 3rd day of September, 2004, hereinafter called the Local Government, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the State and the Local Government hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. US Business 83 with the following project limits:

(Phase II)

From: 0.345 Miles West of Showers Road

To: 0.064 Miles West of FM 1427; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the Local Government desires to voluntarily contribute to the State funding participation as defined in 43TAC, §15.55 for the cost of acquiring said right of way for the proper improvement of the State Highway System; and

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on May 27, 2004 by virtue of Minute Order No. 109669 attached hereto and incorporated into this agreement, approving a Sixty Seven percent (67 %) adjustment to the required Ten percent (10%) local participation for this project, thereby resulting in a Local Government net contribution amount of Three and Three Tenths percent (3.3%) participation;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Local Government shall contribute to the State an amount equal to Three and Three Tenths percent (3.3%) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check payable to the Texas Department of Transportation in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200), which represents Three and Three Tenths percent (3.3%) of Four Hundred Thousand Dollars (\$ 400,000), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the Local Government's obligation, then the Local Government will within thirty (30) days after receipt of a written request from the State for additional funds, transmit to the State such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the Local Government is more than Three and Three Tenths percent (3.3%) of the actual cost of the right of way, any excess amount will be returned to the Local Government by the State.

In the event any existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than State law, policy, or directive, and thereby result in any increased costs, then the Local Government will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, order, rule, policy, or other directive will be determined by the State at its sole discretion.

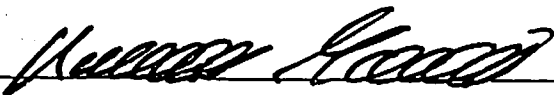
Donations of real property may be credited to the Local Government's funding obligation for cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated and/or in use as a public road, donated by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project

and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a licensed appraiser approved by the Texas Department of Transportation, Right of Way Division, unless the Local Government determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the State's issuance of a letter of funding authority, and only for property which is necessary to complete this project. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its donation credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

The cost of providing such right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities.

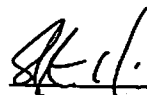
The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

THE LOCAL GOVERNMENT

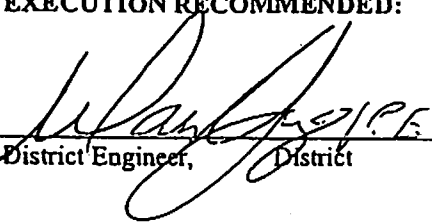
By: 
Title: County Judge
Date: 9-2-04

APPROVED BY
COMMISSIONERS' COURT
ON: AUG 24 2004

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

By: 
Date: 9-1-04

EXECUTION RECOMMENDED:

 9/29/04 Pharr
District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation
Commission for the purpose and effect of activating
and/or carrying out the orders, established policies or
work programs heretofore approved and authorized
by the Texas Transportation Commission.

By: 
John P. Campbell, P.E.
Right of Way Division Director

Date: 10-11-04



COUNTY OF HIDALGO

SAN ANTONIO, TEXAS

NATIONAL BANK
MEMBER FDIC
88-2141/1149

CAPITAL PROJECTS

Check Date	Check No.	Amount
09/28/04	00008736	\$60,753.00

PAY

VOID AFTER 90 DAYS

was allowed by the Commissioners Court of
Hidalgo County, Texas, at its term of Court
indicated above, and to be paid out of the

SIXTY THOUSAND SEVEN HUNDRED FIFTY THREE DOLLARS AND 00 CENTS

TO THE TEXAS DEPT OF TRANSPORTATION
ORDER P.O. DRAWER 1717
OF PHARR TX 78577-1717Witness my hand and
seal of said CourtPay the above stated
amount to the order
of the payee named.*Norma K. Garcia* COUNTY TREASURER*J. D. S. S.* COUNTY CLERK*Antonio R. Sandoval* COUNTY AUDITOR

"00008736" 1149214151 "0014009498"

VENDOR: TEXAS DEPT OF TRANSPORTATION

DATE	CHECK NO.	VENDOR NO.
09/28/04	00008736	152005

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
3902049 ✓	US 83 W PENITAS/W SHOWERS RD P		21,450.00
3902053 ✓	FM 1427 US 83 E INSPIRATION RD		26,103.00
3902054 ✓	FM 1427 W SHOWERS RD PH II		13,200.00

Accounting 9/28/04

Please deposit this check into the
Business 83 Row Acquisition Project
funds US 83 Inspiration Road to US 83 Penitas
the Accts & Amount per acct are shown above.

Joe
Joe Benner

AI-20055

22.B.1.

2009 appropriation of funds for various G/F and Special Revenue for Capital Leases expenditures
CC REGULAR

Date: 03/02/2010

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Auditor's Office

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

General Fund & Special Revenue Funds:

Approval of 2009 appropriation of revenues and expenditures in the total amount of \$209,810.14 to fund capital lease expenditures (agreements) for various departments.

BACKGROUND

Budget Amendment was submitted by Auditor's office, attached.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: G/F and Special Revenue

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Approval of 2009 appropriation of revenues and expenditures in the total amount of \$209,810.14 to fund capital lease expenditures (agreements) for various departments.

Reference-AI #20054, 2009 interdept transfer for capital leases expenditures.

Attachments

Link: 2009 Capital Leases budget amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/23/2010 03:19 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 04:07 PM	APRV
3	Erika Zamora	Erika Zamora	02/26/2010 02:36 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Ivan Cantu

Started On: 02/22/2010 09:42
AM

Final Approval Date: 02/26/2010

DATE: FEBRUARY 19, 2010

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 9-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with
Local Government Code, Chapter 111, Subchapter C

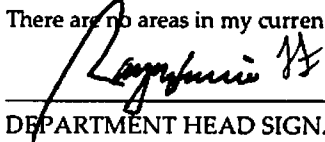
Honorable Commissioners' Court of Hidalgo County:

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

	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1.	9-1100-444-00-240-001-0-780	HUMAN SERVICES-CAPITAL LEASES - CC1/13/09 PO#616113	\$ 17,280.08
1.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	17,280.08
2.	9-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES - CC3/3/09 PO#618742	26,974.01
2.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	26,974.01
3.	9-1100-422-10-300-001-0-780	EMERG SRVS-FM-CAPITAL LEASES - CC3/9/09 PO#619422	11,515.40
3.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	11,515.40
4.	9-1200-431-00-260-001-0-780	R-O-W DEPT-CAPITAL LEASES - CC3/24/09 PO#619963	34,852.34
4.	9-1200-393-70-000-000-0-000	R-O-W DEPT-OTHER FINANCING SOURCES CAPITAL LEASES	34,852.34
5.	9-1100-421-00-294-001-0-780	CONSTABLE PCT.4-CAPITAL LEASES - CC6/22/09 PO#624736	3,995.68
5.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	3,995.68
6.	9-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES - CC7/14/09 PO#625928	5,167.13
6.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	5,167.13
7.	9-1100-419-40-220-001-0-780	FACILITIES MGMT-CAPITAL LEASES - CC7/14/09 PO#625909	14,673.86
7.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	14,673.86
8.	9-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES - CC8/11/09 PO#630544	46,183.62
8.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	46,183.62
9.	9-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES - CC11/3/09 PO#631471	5,988.76
9.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	5,988.76
10.	9-1100-466-00-122-082-0-780	PCT2 CRC (S.TOWER)-CAPITAL LEASES - CC10/7/08 PO#618159	6,287.71
10.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	6,287.71
11.	9-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES - CC11/12/08 PO#616672	29,177.66
11.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	29,177.66
12.	9-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES - CC3/11/08 PO#616438 (2008 LEASE)	7,713.89
12.	9-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES	7,713.89
TOTAL BUDGET INCREASE REQUEST			\$ 209,810.14

-
1. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/13/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#616113
 2. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 3/3/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#618742
 3. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 3/9/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#619422
 4. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 3/24/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#619963
 5. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 6/22/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#624736
 6. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 7/14/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#625928
 7. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 7/14/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#625909
 8. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/11/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#630544
 9. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 11/3/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#631471
 10. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 10/7/08 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#618159
 11. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 11/12/08 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#616672
 12. REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 3/11/08 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
PO#616438 (2008 LEASE)

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


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20096

22.B.2.

2010 BA for Worker's Comp. (2202)

CC REGULAR

Date: 03/02/2010

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Flora Vazquez

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Worker's Compensation Fund (2202):

Approval of 2010 appropriation of funds for the Department of Budget & Management-Worker's Compensation Division in the total amount of \$3,215.38 to fund pending and future expenses for 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-2202-419-50-115-065-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation into various object codes in the total amount of \$3,215.38. Funding available for appropriation as of 2/24/2010.

Attachments

Link: [2010 BA for Workers Comp \(2202\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/24/2010 02:23 PM	APRV
2	Olga Garza	Olga Garza	02/24/2010 04:19 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 12:00 PM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 01:25 PM	APRV

Form Started By: Dale Kennan

Started On: 02/24/2010 01:53 PM

Final Approval Date: 02/25/2010

ATTEST COUNTY CLERK

AI-20095

22.B.3.

2010 BA for Health Benefits (2201)

CC REGULAR

Date: 03/02/2010

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Flora Vazquez

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Health Benefits Fund (2201):

Approval of 2010 appropriation of funds for the Department of Budget & Management-Health Benefits Division in the total amount of \$8,850.00 to fund pending and future expenses for 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-2201-415-00-115-009-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation into various object codes in the total amount of \$8,850.00. Funding available for appropriation as of 2/24/2010.

Attachments

Link: [2010 BA for Health Benefits \(2201\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/24/2010 02:23 PM	APRV
2	Olga Garza	Olga Garza	02/24/2010 04:22 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 12:03 PM	APRV
4	Purchasing Department	Marty Salazar	02/25/2010 01:25 PM	APRV

Form Started By: Dale Kennan
Started On: 02/24/2010 01:44 PM

Final Approval Date: 02/25/2010

ATTEST COUNTY CLERK

AI-20123

22.B.4.

Appropriation from Unreserved Fund Balance for R&B Department Accounts & Parks

CC REGULAR

Date: 03/02/2010

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Submitted For: Yolanda Cisneros

Department: COMM. PCT. #2

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #2

A. Approval to appropriate \$2,239,847.75 from unreserved Fund Balance in the Pct. 2 Road & Bridge (1202)account(s) for the year 2010.

B. Approval to appropriate \$253,000.00 from unreserved Fund Balance in the Pct. 2 Parks (1212) account for the year 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1202-431-00-122-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Balance available from Fund Balance as of 02/24/2010.

FISCAL YEAR: 2010

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Balance available from Fund Balance as of 02/24/2010.

Attachments

Link: Rd Administration program (005)

Link: R&B prog (006)

Link: Tower Rd(Moore-Balli) prog 027

Link: S. McColl Rd prog (028)

Link: Val-Mex Dr. prog (035)

Link: Sioux Rd prog (046)

Link: Intersection of Owassa & Tower prog (048)

Link: Tower Rd (S. Owassa-Minnesota) prog (049)

Link: BCAP Esperanza Estates Subd prog (262)

Link: [Morning Sun Subd prog \(484\)](#)

Link: [Parks prog \(008\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 01:09 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2010 01:47 PM	APRV
3	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 02/24/2010 05:41 PM	
Final Approval Date: 02/26/2010				

DATE: February 24, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
531	TELEPHONE	\$9,000.00
601	OFFICE & COMPUTER SUPPLIES	\$2,500.00
622	ELECTRICITY	\$8,500.00
748	OTHER EQUIPMENT	\$8,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 28,000.00

REASON: This appreciation is needed for expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK



ATTEST COUNTY CLERK



ATTEST COUNTY CLERK



DATE: February 24, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-035-0-XXX

2010

Appropriation

AI-20123

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

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



Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
711	ROW	\$5,000.00
731	ROADS	\$40,000.00
841	AID TO GOVERNMENT AGENCIES	\$465,847.75
TOTAL BUDGET INCREASE (DECREASE)		\$ 510,847.75

REASON: This appropriation is needed to clear any negative accounts for Val-Mex Drive Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

DATE: February 24, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-046-0-XXX

2010

Appropriation

AI-20123

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

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



Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
841	AID TO GOVERNMENT AGENCIES	\$350,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 350,000.00

REASON: This appropriation is needed to clear any negative accounts for Sioux Road E. of Jackson Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

ATTEST COUNTY CLERK



DATE: February 24, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-262-0-XXX

2010

Appropriation

AI-20123

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

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



Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
731	PCT.2 ESPERANZA ESTATES SUBDIVISION - ROADS	\$3,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 3,000.00

REASON: This appropriation is needed for BCAP Projects expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

ATTEST COUNTY CLERK



DATE: February 24, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-008-0-XXX

2010 Appropriation

AI-20123



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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
343	LAUNDRY & DRY CLEANING	\$3,000.00
739	OTHER STRUCTURES	\$250,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 253,000.00

REASON: This appropriation is needed to clear any negative accounts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-20144

22.B.5.

**Budget Appropriation for County Wide Administration (1100)
CC REGULAR**

Date: 03/02/2010

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

County Wide Administration (1100):
Approval of 2010 appropriation of funds into County Wide Administration in the amount of \$229,966.50

BACKGROUND

Appropriation of the unused 2009 balance originally approved and appropriated on agenda item (#13625 CC 01/28/09).

Fiscal Impact

FISCAL YEAR: 10

ACCT. #: 0-1100-415-00-115-002-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance as of 02/26/10.

Attachments

Link: [AI-13625 & Form](#)

Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/26/2010 11:35 AM	APRV
2	Rey Salazar		02/26/2010 05:26 PM	PEND
Form Started By: Rolando Garcia			Started On: 02/26/2010 10:53 AM	
Final Approval Date: 02/26/2010				

AI-13625

18.E.

**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

Link: [backup](#)

Link: [backup](#)

Form Routing/Status

Form Started By: Sergio Cruz Started On: 01/23/2009 04:24 PM

Final Approval Date: 01/23/2009

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 ____ day of January 2009.

HIDALGO COUNTY, TEXAS

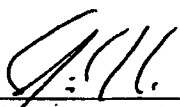
J.D. Salinas III, County Judge

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

DATE: February 26, 2010

DEPARTMENT HEAD: Raul Silguero

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

ACCOUNT NUMBER: 0-1100-415-00-115-002-0-841

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1100-415-00-115-002-0-841	CO WIDE ADM-AID TO GOVT AGENCY	\$ 229,966.50
TOTAL BUDGET INCREASE (DECREASE)		229,966.50

REASON:

Appropriation to fund services to be provided in accordance to Interlocal Cooperative agreement with Hidalgo County Drainage District NO.1 (see attached AI-13625 CC 01/28/09).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK



AI-20062

22.C.1.

**Deletion of Position
CC REGULAR**

Date: 03/02/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Elections
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Elections (1100):

- a. Approval to delete one (1) vacant temporary full time Data Entry Clerk I position, slot no. T103, Grade 01.
- b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required. rc

Attachments

Link: [Job Descriptions](#)

Link: [Fiscal Note](#)

Link: [Revised salary schedule](#)

Link: [PAR](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	02/24/2010 04:58 PM	APRV
2	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
3	Sylvia Solis	Sylvia Solis	02/26/2010 08:42 AM	APRV
4	Auditor's Office	Monica Badillo	02/26/2010 05:26 PM	APRV

Form Started By: Rosie Cantu

Started On: 02/22/2010 02:40 PM

Final Approval Date: 02/26/2010

HIDALGO COUNTY ELECTIONS DEPARTMENT

Job Title: (Temporary) Data Processor <i>Classification Title: Data Entry Clerk I</i>	FLSA Status: <i>Non-Exempt</i>
Dept. Code: 130-001	Civil Service Status: Exempt

SUMMARY:

Works closely with other data processors in an effort to perform the duties of processing voter registration questions to the public and election workers. Work is performed under the immediate direction of the Election Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Interpret and read city and county map boundaries.
- Provide public assistance in responding to telephone calls, questions, and requests for information.
- Regular attendance is a must.
- Ability to work well with others.
- Perform such other duties as may be assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED).
- One (1) year experience.
- Computer and data entry skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk, sit, use hands to

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 20062

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, March 02, 2010

Summary of request/proposal:

The Elections Dept is requesting approval to delete one (1) vacant temporary full time Data Entry Clerk I position, slot no. T103, Grade 01.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Data Entry Clerk I	T103	113	17,635.80	0.00	(\$17,635.80)
				17,635.80	0.00	(\$17,635.80)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-414-00-130-001-0- 121	ELECTIONS- TEMP F/T EMPLOYEES	(\$5,946.17)
0-1100-414-00-130-001-0- 211	ELECTIONS- HEALTH INSURANCE	-
0-1100-414-00-130-001-0- 212	ELECTIONS- LIFE INSURANCE	-
0-1100-414-00-130-001-0- 220	ELECTIONS- FICA	(\$454.88)
0-1100-414-00-130-001-0- 230	ELECTIONS- RETIREMENT	-
0-1100-414-00-130-001-0- 250	ELECTIONS- UNEMPLOYMENT COMP	(\$29.73)
0-1100-414-00-130-001-0- 260	ELECTIONS- WORKER'S COMP	-
2010 Budgetary Impact		(\$6,430.78)

2011 Budgetary Impact: N/A

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

HIDALGO COUNTY
Department of Budget & Management
2010 Salary Schedule

0-1100-414-00-130-001-0

ELECTIONS

Slot #	Obj. Code	Position Title	Grade	Step	Grade & Step Salary	Actual Salary	Other Allowances					2010 Actual Total Comp.
							Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMINISTRATOR	-	-	-	\$73,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,500.00
0007	113	FIELD SERVICE SPECIALIST II	10	1	\$37,109.00	\$37,109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,109.00
0010	113	ACCOUNTING CLERK II	8	1	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0011	113	EXECUTIVE ASSISTANT I	11	4	\$44,410.00	\$44,410.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,330.00
0014	113	VOTER REGISTRATION SPECIALIST II	6	1	\$27,276.00	\$27,276.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,636.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	1	\$31,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0016	113	VOTER REGISTRATION SPECIALIST I	5	1	\$25,500.00	\$25,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,500.00
0017	113	VOTER REGISTRATION SPECIALIST I	5	1	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0018	113	VOTER REGISTRATION SPECIALIST I	5	1	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0020	113	VOTER REGISTRATION SPECIALIST I	5	1	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0021	113	VOTER REGISTRATION SPECIALIST I	5	1	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0022	113	VOTER REGISTRATION SPECIALIST I	5	1	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0085	113	EXECUTIVE ASSISTANT I	11	2	\$41,481.00	\$41,481.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,801.00
0086	113	ELECTIONS PROJECT COORDINATOR	10	1	\$37,109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0109	113	ACCOUNTANT II	10	2	\$38,408.00	\$38,408.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,408.00
0120	113	ELECTIONS SYSTEM MANAGER	15	1	\$54,526.00	\$54,526.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,526.00
0121	113	ELECTIONS SPECIALIST II	9	1	\$34,360.00	\$34,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,360.00
0122	113	FIELD SERVICE SPECIALIST I	8	1	\$31,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Delete Vacant position ↓ ↓										
~~T103~~	~~121~~	~~DATA ENTRY CLERK I~~	~~1~~	~~0~~	~~\$17,636.00~~	~~\$17,636.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$0.00~~	~~\$17,636.00~~
T110	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T111	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T112	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T113	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T114	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T115	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T116	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T117	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T118	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,636.00
T119	121	DATA ENTRY CLERK I	1	0	\$17,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total					\$756,085.00	\$637,710.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$641,310.00

Approval to delete one (1) vacant temporary full time Data Entry Clerk I position, slot no. T103, Grade 01. Personnel action pending CC approval.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Elections Department # 130

DATE: 02/18/10

CURRENT POSITION TITLE: TEMPORARY DATA PROCESSOR I
Data Entry Clerk I (Temporary)

CURRENT SLOT. #: T-103

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of Position

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 17,636.00 ~~16,640.00~~ \$ 0 \$ (17,636.00) ~~(16,640.00)~~
Current Budgeted Salary Proposed Budgeted Salary Net Change
grade 1, step 0 N/A grade 1, step 0

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Other _____

POSITION Type:

Full Time Employee ☐ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☒ Part Time Temporary ☐
Object 121 Object 122
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:		FLSA:		
Exempt	☒	Exempt	☐	
Non-Exempt	☐	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE 10 CURRENT TEMPORATY POSITIONS MEET OUR ESSENTIAL NEEDS OF OUR DEPARTMENT.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. <u>Wendy R. Arnesen</u>	02-18-2010		
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
2. <u>PA Colton</u>	2/23/2010		
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☒ YES ☐ NO
3. <u>Mike R. Freeman</u>	2/23/10		
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4. _____	_____	_____	_____
COMMISSIONERS COURT APPROVAL	DATE		

AI-20129

22.C.2.

Facilities Management - Delete Custodian I position and Create Custodian II position

CC REGULAR

Date: 03/02/2010

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Sub-category: Salary
Schedule
Changes

Information

CAPTION

Facilities Management (1100):

- a. Approval to delete one (1) vacant regular full-time Custodian I position, slot no. 0104, grade level 01.
- b. Approval to create one (1) regular full-time Custodian II position, slot no. 0106, grade level 03.
- c. Approval of interdepartmental transfer.
- d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-419-40-220-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Additional funds for proposed position and related fringe benefit expenditures will be provided from Co. Wide Adm, pending interdepartmental transfer.

Additional funding available for Co. Wide Contingency, pending intradepartmental transfer (Refer to AI-20160).

Attachments

Link: [PARs](#)

Link: [Job Descriptions](#)

Link: [Revised salary schedule](#)

Link: [Fiscal Note](#)

Link: [Transfer](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1 Sylvia Solis

Sylvia Solis 02/26/2010 10:52 AM

APRV

2	Budget & Management	Erika Zamora	02/26/2010 01:55 PM	APRV
3	Olga Garza	Olga Garza	02/26/2010 02:44 PM	APRV
4	Sylvia Solis	Sylvia Solis	02/26/2010 04:15 PM	APRV
5	Auditor's Office	Monica Badillo	02/26/2010 04:22 PM	APRV
6	Rosalinda Cantu	Rosie Cantu	02/26/2010 05:16 PM	APRV
7	Purchasing Department		02/26/2010 05:26 PM	NEW

Form Started By: Sylvia Solis
Started On: 02/25/2010 11:33 AM

Final Approval Date: 02/26/2010



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Facilities Management (220-001)

DATE: 02/26/10

CURRENT POSITION TITLE: Custodian I

CURRENT SLOT. #: 0104

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of position

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 17,636.00 Grade 1, Step 0 \$ 0.00 Grade 1, Step 0
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	☐	FLSA: Exempt	☐	
Non-Exempt	☒	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THIS POSITION IS REQUIRED AS PART OF THE FACILITIES MANAGEMENT ORGANIZATIONAL REALIGNMENT, APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 1, 2009.

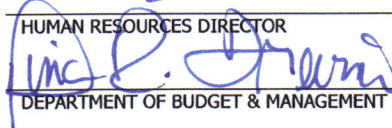
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	<u>2/26/10</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>2/26/10</u> DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Facilities Management (220-001)

DATE: 02/26/10

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0106

REQUESTED POSITION TITLE: Custodian II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 20,570.00, Proposed Budgeted Salary \$ 20,570.00, Net Change
(Grade 3, Step 0) (Grade 3, Step 0)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Co. Wide Contingency (0-1100-415-00-115-002-0-899)

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114 _____
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122 \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:		FLSA:		
Exempt	☐	Exempt	☐	
Non-Exempt	☒	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THIS POSITION IS REQUIRED AS PART OF THE FACILITIES MANAGEMENT ORGANIZATIONAL REALIGNMENT, APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 1, 2009.

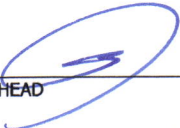
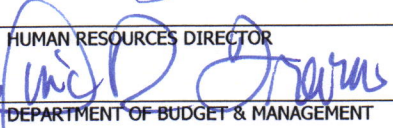
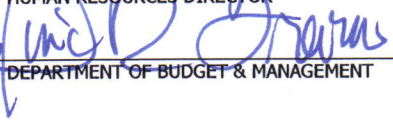
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	<u>2/26/10</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>2/26/10</u> DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

CUSTODIAN I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level custodial work; Work involves cleaning and caring for state buildings and premises, and maintaining custodial equipment; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

May inspect buildings for cleanliness and report needed repairs as appropriate

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures

Skill in the use of custodial materials and chemicals; and in the operation of custodial equipment

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to

walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

CUSTODIAN II

GRADE: 03

GENERAL DESCRIPTION

Performs moderately complex (journey-level) custodial work; Work involves cleaning and caring for state buildings and premises; maintaining custodial equipment; requesting supplies; and participating in performing minor building and equipment repairs and installations; May train others; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

Inspects buildings for cleanliness, completed work, and needed repairs

Coordinates operating adjustments and minor building repairs

Maintains inventory records of building property and equipment; and requisitions, receives, and maintains records of custodial equipment, materials, and supplies

May perform or oversee the performance of minor maintenance and repair work on custodial equipment

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures; and of inventory control principles and methods

Skill in the use of custodial materials and chemicals; in the operation of custodial equipment; and in the use of building maintenance tools and equipment

Ability to train others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-419-40-220-001-0

AI - 20129

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	BLDG MAINTENANCE MANAGER	17	1	63,599.00	63,882.00	480.00	0.00	0.00	0.00	0.00	64,362.00
0002	113	EXECUTIVE ASSISTANT I	11	4	44,287.00	44,491.00	900.00	0.00	0.00	0.00	0.00	45,391.00
0004	113	AIR CONDITION TECHNICIAN II	9	1	34,360.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0005	113	PLUMBER I	8	4	35,157.00	35,157.00	540.00	0.00	0.00	0.00	0.00	35,697.00
0006	113	ELECTRICIAN I	8	4	35,157.00	35,157.00	540.00	0.00	0.00	0.00	0.00	35,697.00
0007	113	MAINTENANCE SUPERVISOR	11	1	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0008	113	ELECTRICIAN I	8	4	35,157.00	35,157.00	0.00	0.00	0.00	0.00	0.00	35,157.00
0010	113	BUDGET CLERK I	6	4	30,141.00	30,600.00	1,440.00	0.00	0.00	0.00	0.00	32,040.00
0011	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	28,415.00	720.00	0.00	0.00	0.00	0.00	29,135.00
0012	113	MAINTENANCE III	5	1	25,256.00	25,256.00	900.00	0.00	0.00	0.00	0.00	26,156.00
0013	113	MAINTENANCE III	5	1	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0014	113	MAIL CLERK	4	2	24,203.00	24,535.00	300.00	0.00	0.00	0.00	0.00	24,835.00
0015	113	MAIL CLERK	4	2	24,203.00	24,535.00	360.00	0.00	0.00	0.00	0.00	24,895.00
0016	113	ELECTRICIAN HELPER	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0017	113	AC TECHNICIAN HELPER	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0018	113	PLUMBER HELPER	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0019	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0020	113	CUSTODIAN II	3	2	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0021	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0022	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0023	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0024	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0025	113	CUSTODIAN II	3	2	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0026	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-419-40-220-001-0

AI - 20129

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	CUSTODIAN II	3	2	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0028	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0029	113	MAINTENANCE III	5	1	25,256.00	25,256.00	480.00	0.00	0.00	0.00	0.00	25,736.00
0030	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0031	113	CUSTODIAN II	3	2	22,411.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0032	113	MAINTENANCE II	3	2	22,411.00	22,411.00	600.00	0.00	0.00	0.00	0.00	23,011.00
0033	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0034	113	CUSTODIAN II	3	2	22,411.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0035	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0036	113	CUSTODIAN II	3	2	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0037	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0038	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0039	113	CUSTODIAN II	3	2	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0040	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0041	113	CUSTODIAN II	3	2	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0042	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0043	113	CUSTODIAN II	3	2	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0044	113	CUSTODIAN II	3	2	22,411.00	22,411.00	600.00	0.00	0.00	0.00	0.00	23,011.00
0045	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0046	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0047	113	CUSTODIAN II	3	2	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0048	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0049	113	CARPENTER I	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-419-40-220-001-0

AI - 20129

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0051	113	CUSTODIAN II	3	2	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0052	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0053	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0054	113	MAINTENANCE II	5	1	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0055	113	CUSTODIAN II	3	2	22,411.00	22,411.00	480.00	0.00	0.00	0.00	0.00	22,891.00
0056	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0057	113	CUSTODIAN II	3	2	22,411.00	22,411.00	480.00	0.00	0.00	0.00	0.00	22,891.00
0059	113	MAINTENANCE II	3	2	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0060	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0061	113	MAINTENANCE II	3	2	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0062	113	CUSTODIAN II	3	2	22,411.00	22,411.00	960.00	0.00	0.00	0.00	0.00	23,371.00
0063	113	MAINTENANCE II	3	2	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0064	113	CUSTODIAN II	3	2	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0065	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0066	113	CUSTODIAN II	3	2	22,411.00	22,411.00	780.00	0.00	0.00	0.00	0.00	23,191.00
0067	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0068	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0069	113	CUSTODIAN II	3	2	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0070	113	CUSTODIAN II	3	2	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0071	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0073	113	MAINTENANCE I	9	1	20,720.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0074	113	MAINTENANCE I	1	1	20,514.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-419-40-220-001-0

AI - 20129

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0075	113	PLUMBER I	1	4	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0076	113	ELECTRICIAN I	8	2	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0077	113	AIR CONDITION TECHNICIAN III	8	2	41,481.00	41,481.00	0.00	0.00	0.00	0.00	0.00	41,481.00
0078	113	WELDER II	11	2	33,006.00	33,006.00	540.00	0.00	0.00	0.00	0.00	33,546.00
0079	113	MAINTENANCE II	6	7	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0080	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0081	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0082	113	CUSTODIAN II	3	3	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0083	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0084	113	MECHANIC I	3	2	23,385.00	23,725.00	0.00	0.00	0.00	0.00	0.00	23,725.00
0085	113	MAINTENANCE II	4	1	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0086	113	MAINTENANCE III	3	4	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0087	113	MAINTENANCE III	5	1	25,256.00	25,256.00	360.00	0.00	0.00	0.00	0.00	25,616.00
0088	113	MAINTENANCE II	5	1	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0089	113	MAINTENANCE III	3	4	33,212.00	33,212.00	480.00	0.00	0.00	0.00	0.00	33,692.00
0090	113	INFRASTRUCTURE SYSTEMS MNGR	5	10	65,825.00	65,825.00	0.00	0.00	0.00	0.00	0.00	65,825.00
0091	113	ADMINISTRATIVE ASSISTANT IV	17	2	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0092	113	CARPENTER III	10	4	31,520.00	31,520.00	600.00	0.00	0.00	0.00	0.00	32,120.00
0093	113	CARPENTER III	7	3	31,520.00	31,520.00	900.00	0.00	0.00	0.00	0.00	32,420.00
0094	113	CARPENTER III	7	3	29,458.00	29,934.00	840.00	0.00	0.00	0.00	0.00	30,774.00
0095	113	CARPENTER III	7	1	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0096	113	CARPENTER II	7	1	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0097	113	WELDER I	5	3	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-419-40-220-001-0

AI - 20129

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0098	113	CARPENTER I	4	2	23,927.00	23,927.00	1,380.00	0.00	0.00	0.00	0.00	25,307.00
0099	113	CARPENTER I	3	4	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0100	113	CARPENTER I	3	4	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0101	113	CARPENTER I	3	4	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0102	113	CARPENTER I	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0103	113	CLERK I	3	3	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
		DELETE THE FOLLOWING: ↓										
~~0104~~	~~113~~	~~CUSTODIAN I~~	~~1~~	~~0~~	~~17,636.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0105	113	FOREMAN	0.00	0.00	34,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		CREATE THE FOLLOWING: ↓										
0106	113	CUSTODIAN II	3	0	20,570.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					2,612,756.00	2,561,332.00	26,220.00	0.00	0.00	0.00	0.00	2,587,552.00

Approval to delete one (1) vacant regular full-time Custodian I position, slot no. 0104, grade level 01.

Approval to create one (1) regular full-time Custodian II position, slot no. 0106, grade level 03.

Personnel actions pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 20129

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, March 02, 2010

Summary of request/proposal:

Facilities Management Dept. is requesting approval to delete one (1) vacant regular full-time Custodian I position, slot no. 0104, grade level 01 and create one (1) regular full-time Custodian II position, slot no. 0106, grade level 03.

				Current Budgeted		
Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1100	Custodian I (Grade 1, Step 0)	0104	113	17,636.00	0.00	(17,636.00)
1100	Custodian II (Grade 3, Step 0)	0106	113	0.00	20,570.00	20,570.00
				17,636.00	20,570.00	2,934.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-419-40-220-001-0- 113	FACILITIES MGMT. - REG F/T EMPLOYEES	\$2,461.86
0-1100-419-40-220-001-0- 211	FACILITIES MGMT. - HEALTH INSURANCE	
0-1100-419-40-220-001-0- 212	FACILITIES MGMT. - LIFE INSURANCE	
0-1100-419-40-220-001-0- 220	FACILITIES MGMT. - FICA	\$188.33
0-1100-419-40-220-001-0- 230	FACILITIES MGMT. - RETIREMENT	\$234.37
0-1100-419-40-220-001-0- 250	FACILITIES MGMT. - UNEMPLOYMENT COMP	\$12.31
0-1100-419-40-220-001-0- 260	FACILITIES MGMT. - WORKER'S COMP	
2010 Budgetary Impact		\$2,896.87

2011 Budgetary Impact: \$6,210.18

Possible Funding Sources: Co. Wide Contingency

Budget Office Recommendation:

DATE: February 5, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Management

ACCOUNT NUMBER: 0-1100-41X-X0-XXX-001-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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	(2,896.87)
TO			
0-1100-419-40-220-001-0-	113	FACILITIES MANAGEMENT - REG F/T EMPLOYEES	2,461.86
0-1100-419-40-220-001-0-	220	FACILITIES MANAGEMENT - FICA	188.33
0-1100-419-40-220-001-0-	230	FACILITIES MANAGEMENT - RETIREMENT	234.37
0-1100-419-40-220-001-0-	250	FACILITIES MANAGEMENT - UNEMPLOYMENT COMP	12.31
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:
Interdepartmental transfer to fund a portion of salary and related fringe benefits for Custodian II position, slot no. 0106, grade level 03.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-20075

23.B.1.

**Work Authorization #2 for Mile 10N (FM 493 & Victoria Rd.)-L&G Engineering Laboratory
CC REGULAR**

Date: 03/02/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Acceptance and approval of Work Authorization #2 for "Construction Material Testing Services for Mile 10N (FM 493 & Victoria Road) Project" in an amount of \$3,690.69 with L & G Engineering Laboratory, LLC to provide Construction Materials Testing Services in Hidalgo County Precinct #1 in connection with Contract #C-09-328-08-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 2-23-10 \$145,435.61.

Attachments

Link: [Work Authorization #2](#)
Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/23/2010 03:26 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 04:12 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/25/2010 09:35 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 12:07 PM	APRV

Form Started By: Vangie Garcia
Started On: 02/23/2010 12:40 PM
Final Approval Date: 02/25/2010

Memorandum

To: Purchasing Dept.

Attn: Vangie

From: Noe Montez, Pct. 1



Date: 2/23/2010

Re: Work Auth #2 L & G Engineering Laboratory, LLC

Please place the following work auth #2 on the next CC meeting for approval. The Account # is 0-1336-431-00-121-041-0-731.

Thanks

Noe Montez

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-328-08-11
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Mile 10 North (FM 493 & Victoria Rd.) Project in Hidalgo County Precint No. One (1).**

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$3,690.69**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No.

Account No. - - - - -
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

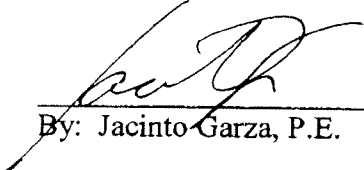
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza, P.E.

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Mile 10 North (FM 493 & Victoria Rd.) Construction Project.
In Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 10 North (FM 493 & Victoria Rd.) Construction Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: Mile 10 North (FM 493 & Victoria Rd.) Construction Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 10 North (FM 493 & Victoria Rd.) Construction Project in Hidalgo County Precinct No. One (1)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo** and the project plans and specifications.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Mile 10 North (FM 493 & Victoria Rd.) Construction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-328-11**.

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 10 North (FM 493 & Victoria Rd.) Construction Project in Hidalgo County Precinct No. One (1).

See Attached

Attachment "D"
Mile 10 North - FM 493 & Victoria Rd. (Approx. 3000 LF.)
Prepared For Hidalgo County Pct. No. 1

Tech Time	3	Hrs.	\$44.40	\$133.20
Trip Charge	12	Mi.	\$0.48	\$5.76
Atterberg	1	Ea.	\$73.95	\$73.95
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05
Reports	1	Ea.	\$21.90	\$21.90
Eng. Spec.	0.25	Hrs.	\$110.95	\$27.74
Engineer	0.25	Hrs.	\$148.00	\$37.00
Sub.				<u>\$490.60</u>

Tech Time	4	Hrs.	\$44.40	\$177.60
Trip Charge	24	Mi.	\$0.48	\$11.52
Comp. Test	6	Ea.	\$22.20	\$133.20
Reports	2	Ea.	\$21.90	\$43.80
Eng. Spec.	0.5	Hrs.	\$110.95	\$55.48
Engineer	0.5	Hrs.	\$148.00	\$74.00
Sub.				<u>\$495.60</u>

Tech Time	3	Hrs.	\$44.40	\$133.20
Trip Charge	12	Mi.	\$0.48	\$5.76
Sieve Analysis	1	Ea.	\$55.45	\$55.45
Texas Wet Ball Mill	1	Ea.	\$215.85	\$215.85
Atterberg	1	Ea.	\$73.95	\$73.95
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05
Reports	1	Ea.	\$21.90	\$21.90
Eng. Spec.	0.5	Hrs.	\$110.95	\$55.48
Engineer	0.5	Hrs.	\$148.00	\$74.00
Sub.				<u>\$826.64</u>

Tech Time	4	Hrs.	\$44.40	\$177.60
Trip Charge	24	Mi.	\$0.48	\$11.52
Comp. Test	6	Ea.	\$22.20	\$133.20
Reports	2	Ea.	\$21.90	\$43.80
Eng. Spec.	0.5	Hrs.	\$110.95	\$55.48
Engineer	0.5	Hrs.	\$148.00	\$74.00
Sub.				<u>\$495.60</u>

Tech Time	6	Hrs.	\$56.70	\$340.20
Trip Charge	24	Mi	\$0.48	\$11.52
Rolling Patterns	2	Ea.	\$37.00	\$74.00
Laboratory Molded (ga)	1	Pr.	\$67.80	\$67.80
%AC-Grad	1	Ea.	\$215.80	\$215.80
Reports	2	Ea.	\$21.90	\$43.80
Asphalt Thickness	6	Ea.	\$61.70	\$370.20
Eng. Spec.	1	Hrs.	\$110.95	\$110.95
Engineer	1	Hrs.	\$148.00	\$148.00
Sub.				<u>\$1,382.27</u>

Estimated Project Total \$3,690.69

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-328-08-11

THIS AGREEMENT is made effective the 11TH day of August, 2009 by and between HIDALGO COUNTY, TEXAS, ("County") Precinct No. 1 and L&G Engineering Laboratory LLC of Mercedes, Texas, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 1 Projects;" (ON A AS NEED BASIS)

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the

date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E"

within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or

contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty

(60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or

contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. **Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by

written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. **Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

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

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

22. **Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the

Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. **Notices.** 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo

Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

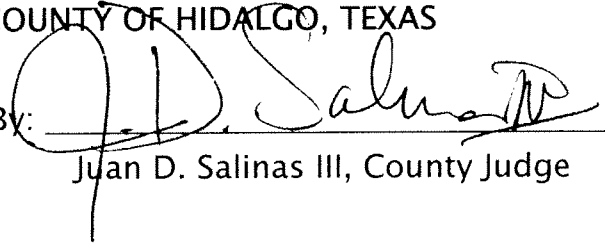
28. **Authority.** The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. **Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:

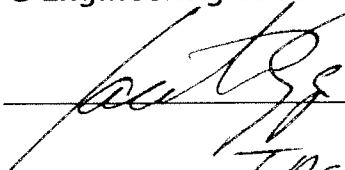
COUNTY OF HIDALGO, TEXAS

By: 

Juan D. Salinas III, County Judge

LABORATORY:

L & G Engineering Laboratory LLC

By: 

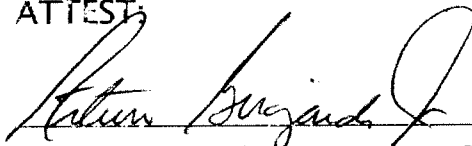
Printed Name

JACINTO GARZA

Title:

President

ATTEST:

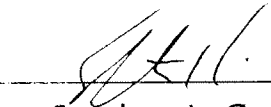


Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court: 8/11/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Construction Materials Testing Services for: Hidalgo County Precinct No.1 Projects, “ON A AS NEEDED BASIS” and projects is as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER’S and respective Party’s meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.

- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
LABORATORY RATES FOR FY 2009-2010

Soils Testing

		FY 2009	FY 2010
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.55/Ea.	\$9.85/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$47.90/Ea.	\$49.35/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$47.90/Ea.	\$49.35/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$71.80/Ea.	\$73.95/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$59.90/Ea.	\$61.70/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$59.90/Ea.	\$61.70/Ea.
Lime Series Testing	Tex-112-E	\$483.95Ea.	\$498.45/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$191.60/Ea	\$197.35/Ea.
Standard Proctor	ASTM D 698	\$185.50/Ea.	\$191.05/Ea.
Modified Proctor	ASTM D 1557	\$191.55/Ea.	\$197.30/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$21.55/Ea.	\$22.20/Ea.
Determination of Soil pH	Tex-128-E	\$77.85/Ea.	\$80.20/Ea.
Soil-Lime Testing	Tex-121-E	\$143.70/Ea.	\$148.00/Ea.
Resistivity of Soils	Tex-129-E	\$87.10/Ea.	\$89.70/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$53.85/Ea.	\$55.45/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$65.80/Ea.	\$67.75/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.00/Ea.	\$12.35/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$209.55/Ea.	\$215.85/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$41.90/Ea.	\$43.15/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$65.80/Ea.	\$67.75/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$508.80/Ea.	\$524.05/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$59.90/Ea.	\$61.70/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*\$*11.95/Ea.	\$12.30/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$65.80/Ea.	\$67.75/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$71.80/Ea.	\$73.95/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$41.90/Ea.	\$43.15/Ea.
Finess Modulus of Fine Aggregate	Tex-402-A	\$14.40/Ea.	\$14.80/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$77.85/Ea.	\$80.20/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	\$no charge	\$no charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$21.50/Ea.	\$22.15/Ea.
Air Content (Volumetric)	ASTM C 173	\$23.92/Ea.	\$24.65/Ea.
Casting of Concrete Cylinders	ASTM C 31	\$no charge	\$no charge
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$14.40/Ea.	\$14.85/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$10.80/Ea.	\$11.15/Ea.
Casting of Grout Prisms	ASTM C 1019	\$no charge	\$no charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$29.95/Ea.	\$30.85/Ea.
Casting of Mortar Cubes	ASTM C 780	\$no charge	\$no charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$29.95/Ea.	\$30.15/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$209.50/Ea.	\$215.75/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$209.50/Ea.	\$215.75/Ea.

***(In Conjunction w/ Field Inspection)**

Pavement Thickness / Asphalt Quality

		FY 2009	FY 2010
Coring – ACP Thickness	ASTM D 3549	\$59.90/Ea.	\$61.70/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$79.70/Ea.	\$82.10/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$65.80/Pr.	\$67.80/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$209.50/Ea.	\$215.80/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$35.95/Ea.	\$37.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$77.85/Ea.	\$80.20/Ea.

Geotechnical Field Services

	FY 2009	FY 2010
Mobilization	\$400.00/Day	\$412.00/Day
Stand-By Time	\$175.00/Hr.	\$180.25/Day
Texas Cone Penetration Test (Tex-132)	\$5.00/Ea.	\$5.15/Ea.
Soil Boring / Solid Stem	\$28.00/Lf	\$28.85/Lf
Soil Boring / Hollow Stem	\$28.00/Lf	\$28.85/Lf
Soil Boring / Mud Rotary	\$28.00/Lf	\$28.85/Lf
Support Truck	\$1.50/Mi.	\$1.55/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing

	FY 2009	FY 2010
Moisture Content Determination	\$9.55/Ea.	\$9.85/Ea.
Determination of Liquid Limit of Soils	\$47.90/Ea.	\$49.35/Ea.
Determination of Plastic Limit of Soils	\$47.90/Ea.	\$49.35/Ea.
Atterberg Limits of Soils	\$71.80/Ea.	\$73.95/Ea.
Bar Linear Shrinkage of Soils	\$59.90/Ea.	\$61.70/Ea.
Sieve Analysis		
Through #200 Sieve	\$70.00/Ea.	\$72.10/Ea.
Finer #200 Sieve	\$50.00/Ea.	\$51.50/Ea.
Unit Dry Weight	\$26.00/Ea.	\$26.78/Ea.
Specific Gravity	\$70.00/Ea.	\$72.10/Ea.

Strength / Volume Change Laboratory Testing

	FY 2009	FY 2010
Unconfined Compression-Soil Shelby Tube Specimen	\$45.00/Ea.	\$46.35/Ea.
Unconfined Compression-RockCore Specimen	\$48.00/Ea.	\$49.45/Ea.
Swell Test-Pressure Method	\$250.00/Ea.	\$257.50/Ea.
Swell Test-Free Swell	\$140.00/Ea.	\$144.20/Ea.
Consolidation Test	\$470.00/Ea.	\$484.10/Ea.
Hydraulic Conductivity	\$350.00/Ea.	\$360.50/Ea.

Pavement Investigation**FY 2009****FY 2010**Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index,
Stabilized Subgrade Thickness and Plasticity Index

\$448.90/Ea.

\$462.35/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**Personnel:**

Engineer (Principal).....	\$143.70/Hr.	\$148.00/Hr.
Engineering Specialist.....	\$107.70/Hr.	\$110.95/Hr.
Technician (Soils).....	\$43.10/Hr.	\$44.40/Hr.
Technician (Concrete).....	\$55.05/Hr.	\$56.70/Hr.
Technician (Asphalt).....	\$55.05/Hr.	\$56.70/Hr.

Engineering Review, Evaluation, Management & Administration**FY 2009****FY 2010**

Test Report.....	\$21.25/Ea.	\$21.90/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of “normal” work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during “normal” working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage.....	.47/Mi	.48/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, _____ professional Laboratorys of _____ Texas, hereinafter called "Laboratory".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide_____.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Laboratory is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. __ shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _ Commissioner___ as to content and detail of this Work Authorization No.____.

HIDALGO COUNTY

COMMISSIONER PRECINCT No. __:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:

L&G Engineering Laboratory LLC

By: _____

Print Name

THE OWNER:

HIDALGO COUNTY

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "Laboratory".

WITNESSETH

WHEREAS, the Owner and the Laboratory executed the Agreement on the _____ day of _____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "Project"); and,

WHEREAS, Paragraph ___ of the Agreement, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the Owner and the Laboratory agree that said Agreement is amended as follows:

I. Paragraph ___ of the Agreement, (paragraph title), is revised to _____

All other provisions are unchanged and remain in full force and effect.
IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"
Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/20/09**PRODUCER**

Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McCol Rd Suite 105
McAllen, TX 78501

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

INSURED

L & G Engineering Laboratory LLC,

2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Steadfast Insurance Co.

26387

INSURER B: Texas Mutual Insurance Company

22945

INSURER C: Peerless Insurance Company

24198

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ BI/PPD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	GPL967060501	07/19/09	07/19/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS GARAGE LIABILITY ☐ ANY AUTO EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	AU4001151573	07/19/09	07/19/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001038059	07/23/09	07/23/10	☒ WG STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	GPL967060501	07/19/09	07/19/10	\$2,000,000 ea. Incident \$2,000,000 agg.

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

** Workers Comp Information **

Blanket Waiver of Subrogation

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Precinct #1
1902 Joe Stevens Dr.
Weslaco, TX 78596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

AI-20103

23.B.2.

**Mile 2 1/2 East between Miles 8 & 9 Project
CC REGULAR**

Date: 03/02/2010

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services;

B. Presentation of scoring grid (for the purposes of CC's ranking) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Pct. #1's Project:
Mile 2 1/2 East between Miles 8 & 9;

1st. _____; 2nd. _____; 3rd.
_____;

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Pct. #1's Project:
Mile 2 1/2 East between Miles 8 & 9.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: undetermined

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will be determined once contract negotiations are completed by user department.

Attachments

Link: email

Link: Grid

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1

Purchasing Department (Originator) Marty Salazar 02/26/2010 09:52 AM

APRV

2	Budget & Management	Erika Zamora	02/26/2010 01:52 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/26/2010 04:11 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Nielda Cavazos

Started On: 02/24/2010 03:16 PM

Final Approval Date: 02/26/2010

From: lorie.ochoa
To: ["Joann_Gonzalez"](mailto:Joann_Gonzalez)
Cc: nielda.cavazos@co.hidalgo.tx.us
Subject: RE: Agenda Items for Tuesday
Date: Wednesday, February 24, 2010 4:32:01 PM

Nielda, please prepare proposals from R Gutierrez and Ueckert Engineering and we will add them to the list that we are reviewing. Someone will pick them up tomorrow morning. We would like the item placed on the agenda for Tuesday. Thank you.
--lorie

From: Joann Gonzalez [mailto:joann.gonzalez@co.hidalgo.tx.us]
Sent: Wednesday, February 24, 2010 4:08 PM
To: lorie.ochoa
Subject: FW: Agenda Items for Tuesday

*Joann Gonzalez
Hidalgo County Pct. #1
1902 Joe Stephens Ave
Weslaco, Texas 78596
956-973-7815 Phone
956-973-7853 Fax*

From: Nielda Cavazos [mailto:nielda.cavazos@co.hidalgo.tx.us]
Sent: Wednesday, February 24, 2010 3:35 PM
To: 'Joann Gonzalez'
Subject: RE: Agenda Items for Tuesday

Joann, we are strongly recommending that you request at least six different engineering company's since you have previously engaged with these three firms. That way these company's can devote and complete these task. This is just a suggestion. I have attached the list of engineering pool for the year 2010. Each firm indicates what they specialize in. If you have any question please call me at 956-318-2626 ext 4853.

Thanks,

*Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539*

Phone: (956)-292-7000 ext 4853

Fax: (956) 292-7612

nielda.cavazos@co.hidalgo.tx.us

From: Joann Gonzalez [mailto:joann.gonzalez@co.hidalgo.tx.us]

Sent: Wednesday, February 24, 2010 3:07 PM

To: 'Nielda Cavazos'

Subject: RE: Agenda Items for Tuesday

I have the 3 book here at my desk. The project names are Mile 2 ½ East between 8 & 9 and Mile 15 East of 493. Two different projects. Who do I talk to for funding?

Joann Gonzalez

Hidalgo County Pct. #1

1902 Joe Stephens Ave

Weslaco, Texas 78596

956-973-7815 Phone

956-973-7853 Fax

From: Nielda Cavazos [mailto:nielda.cavazos@co.hidalgo.tx.us]

Sent: Wednesday, February 24, 2010 2:58 PM

To: 'Joann Gonzalez'

Subject: RE: Agenda Items for Tuesday

I need the name of the project and funding as far as account number and how much is available. Do u still have the other books I haven't received them

Thanks,

Nielda Cavazos, Administrative Assistant

Hidalgo County Purchasing Department

2802 S. Bus Hwy 281

Edinburg, Texas 78539

Phone: (956)-292-7000 ext 4853

Fax: (956) 292-7612

nielda.cavazos@co.hidalgo.tx.us

From: Joann Gonzalez [mailto:joann.gonzalez@co.hidalgo.tx.us]
Sent: Wednesday, February 24, 2010 2:41 PM
To: 'Nielda Cavazos'
Subject: Agenda Items for Tuesday

Hello Nielda,

I spoke with Marty and explained to her we want to place some items on agenda for Tuesday. I need the following statements of qualifications for the following engineers:

- Guzman & Munoz
- Sames
- J.E. Saenz & Associates

Please let me know if there is anything else or what steps are next. I want to be able to do it right for future reference.

Thanks!

*Joann Gonzalez
Hidalgo County Pct. #1
1902 Joe Stephens Ave
Weslaco, Texas 78596
956-973-7815 Phone
956-973-7853 Fax*

HIDALGO COUNTY PRECINCT NO 1

FOR

Mile 2 ½ East between 8 & 9

Scoring & Evaluation GRID

Engineering Services

Total Scores	J.E. Saenz	Sames	Guzman & Munoz
Scores	98	99	92
RANKING			

***SCORING & EVALUATION COMPLETED BY PCT NO 1**

AI-20106

23.B.3.

**Mile 15 East of FM 493 - Selection of Engineer
CC REGULAR**

Date: 03/02/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Pct. #1 Project:
Mile 15 East of FM 493;

1st. _____; 2nd. _____; 3rd.
_____;

C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services for Pct. #1's Project:
Mile 15 East of FM 493.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** undetermined
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Funding will be determined once contract negotiations are completed by user department.

Attachments

Link: [grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/26/2010 09:53 AM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 01:53 PM	APRV

3	Ivan Cantu	Ivan Cantu	02/26/2010 04:11 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Nielda Cavazos

Started On: 02/24/2010 03:36 PM

Final Approval Date: 02/26/2010

HIDALGO COUNTY PRECINCT NO 1

FOR

Mile 15 East of 493

Scoring & Evaluation GRID

Engineering Services

Total Scores	J.E. Saenz	Sames	Guzman & Munoz
Scores	98	99	93
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 1

AI-19981

23.C.1.

**Final Contract Approval - Pct 2 Tower Road Crossing Drainage
Improvements
CC REGULAR**

Date: 03/02/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department Sub-category: Prct. 2

Information

CAPTION

Approval of final construction contract (awarded by CC on 02-16-10) for C-10-032-02-16 "Tower Road Crossing Drainage Improvements" between Hidalgo County and Total Commitment, LLC in the amount of \$68,044.00.

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: Raul E. Sesin, PE, Hidalgo County Planning Department

Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1339-431-00-122-031-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance of \$93,628.85 as of 02/25/10.

Attachments

Link: [Constr Contract C-10-032-02-16](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 01:42 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 01:48 PM	APRV
3	Roland Garcia	Rolando Garcia	02/25/2010 04:03 PM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 04:34 PM	APRV
5	Joy Hsu		02/26/2010 05:26 PM	NEW

Form Started By: Yvette Islas

Started On: 02/17/2010 03:30 PM

Final Approval Date: 02/26/2010

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-10-032-02-16**

This Agreement, entered into this 16TH day of February, 2010 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:

Hidalgo County Precinct No.2 "Tower Road Crossing Drainage Improvements"

Hereinafter called the project, for the sum of Sixty eight thousand forty four Dollars and Zero 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 County of Hidalgo Planning Department, Raul E. Sesin, P.E., 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 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 500.00 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 WHEREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON; February 16, 2010.

CONTRACTOR: _____
Print Name & Title: _____
Name of Firm: _____
Address: _____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____,
2010, by _____ Of and on behalf of _____
(Title) (A corporation)

Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Rene A. Ramirez, County Judge

AI-20155

23.C.2.

Approval request of Work Authorization No.5 from R. Gutierrez Engineering for Eldora Improvements

CC REGULAR

Date: 03/02/2010

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Submitted For: Yolanda Cisneros

Department: COMM. PCT. #2

Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

Acceptance and approval of Work Authorization No.5 for R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27), with estimated fee of \$33,600.00, provided by project engineer for Topographic & Boundary Surveying for Eldora Road Improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1202-431-00-122-006-0-711

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$97,400.00 as of 02/26/2010.

Attachments

Link: Work Authorization #5

Form Routing/Status

Form Started By: Yolanda Cisneros Started On: 02/26/2010 03:13 PM

Final Approval Date: 02/26/2010

R. Gutierrez Engineering Corporation

February 26, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 5 – Topo & Boundary Surveying for Eldora Road Improvements
Project No. ENG09.022E

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 5 of the 2009 Road & Bridge Contract. This work authorization is for professional services associated with the topographic surveying and boundary surveying services to be provided to the county for the development of the Eldora Road Project. The proposed project limits for the widening and reconstruction of Eldora Road are from Cesar Chavez Road, west to Retama Street, a distance of approximately 0.5 miles.

If this Work Authorization No. 5 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ramiro" followed by a stylized monogram or set of initials.

Ramiro Gutierrez, P.E.
President

encl

cc: Files

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for Topographic Surveying & Data Collection and Boundary Surveying for use in developing a proposed pavement improvement project. The proposed project is to reconstruct and widen Eldora Road from Cesar Chavez Road, west to Retama Street, a distance of approximately 0.5 miles. The work also includes preparing right-of-way parcels for the acquisition of the necessary right-of-way to accomplish the proposed improvements to the road.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:

Account No. 0-1202-431-00-122-006-0-711

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2010.

ENGINEER:

R. Gutierrez Engineering Corporation

By: Ramiro Gutierrez
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: Hector "Tito" Palacios
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 5

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 5
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The scope of work will consist of surveying & data collection and boundary surveying for use in developing a proposed roadway improvement project. The proposed project is to reconstruct and widen Eldora Road from Cesar Chavez Road, west to Retama Street, a distance of approximately 0.5 miles. Also included is the preparation of right-of-way parcels for use in the acquisition of the necessary right-of-way to accomplish the proposed road improvements.

The project is divided into two (2) phases: 1) Surveying and Data Collection, and; 2) Boundary Surveying Services.

1) Topographic Surveying & Data Collection Services. The Engineer will compile cross-sections, at approximately 100-foot intervals, of approximately 0.5 miles of existing terrain within the limits of the proposed roadway improvements. Topographic information, of items that are above ground and visible, within the proposed project right-of-way will be obtained. When right-of-entry is obtained, then the topographic survey will be extended approximately 10-feet outside the proposed right-of-way boundary. If requested, additional topographic survey data will be obtained of items that may be discovered during the design of the proposed improvements.

The Engineer will establish vertical and horizontal control by setting a benchmark (BM) at each end of the project and tying it to a permanent BM monument with a known elevation. The BM's are to be set in the vicinity of the Eldora Road and Cesar Chavez Road intersection as well as the Retama Street and Eldora Road intersection. The BM will be set within the public right-of-way in a location to suit field conditions, using Global Positioning System (GPS) survey, and in a location that is not likely to be disturbed by the proposed construction.

2) Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and

parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required. The surveyor will also develop a right-of-way map of the proposed roadway improvements.

Miscellaneous. Hidalgo County will assist the engineer in obtaining the right-of-entry from the adjacent property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 5

ATTACHMENT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Attachment B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Attachment B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Attachment B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Proposed Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY	\$4,800
BOUNDARY SURVEY (Est. 15 Parcels @ \$1800 per Parcel)	\$27,000
RIGHT-OF-WAY MAP (0.5 MILES)	\$1,800
TOTAL (Suveying Services Fee)	\$33,600

**Note: Boundary Surveying will be billed for the actual amount of
Parcels surveyed at the rate of \$1,800 per parcel.**

AI-20057

23.D.1.

E-09-110B-02-09-Frontera Materials-Reavis Pit (Pct. #3)

CC REGULAR

Date: 03/02/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 3

Information

CAPTION

Pursuant to a request and notice by contracted vendor, Frontera Materials, approval of a short-term "substitution" of service pits to reflect the Vanderpool Pit (as the temporary new service site-effective as of date of notice) due to the temporary closure of the contracted site, the Reavis Pit under contract no. E-09-110B-02-09-Pct. #3.

BACKGROUND

Please see correspondence under attachments.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 1203-431-00-123-005-0-673 & 731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/25/10 is \$41,140.12.

Attachments

Link: Frontera Materials Correspondence

Link: Additional Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/23/2010 03:24 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 04:10 PM	APRV
3	Perla Lopez	Perla Lopez	02/25/2010 08:54 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 12:09 PM	APRV

Form Started By: Vangie Garcia
Started On: 02/22/2010 10:16 AM
Final Approval Date: 02/25/2010

P.O. BOX 1449
ELSA, TEXAS 78543
956-618-8900
FAX: 956-618-8905
bme@frontera@aol.com

**FRONTERA
MATERIALS, INC.**

Fax

To: Moises Salazar From: Barry M. Ehlinger
Fax: ~~292-7600~~ 318,29 Pages: 5
Phone: _____ Date: 1-11-10
Re: _____ Cc: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Cell: 956-607-5965

318-8952-Office

FRONTERA

Materials, Inc.

P.O. BOX 1449

ELSA, TEXAS 78543

OFFICE (956) 316-8952
FAX (956) 316-8905

January 11, 2010

Martha Salazar, CPPB
Purchasing Agent
100 E. Cano
Edinburg, Texas 78539

Re: Renewal/Extension For: Flexible Base Material (Crushed Caliche)

E-08-084A-01-30-Pcts. 1 & 2 (490 & Reavis Pit)

E-08-084B-01-30-Pct. 4 (Reavis Pit- Primary)

E-08-084C-01-30-Pct. 3 (490 Pit Secondary)

E-08-08E-01-30-Pct.4 (490 & Reavis Pit)

Mrs. Salazar:

Frontera Materials has run out of Flexible base Material at our Reavis location, supplying mainly Pct. 3. We do however have plenty of material at our Vanderpool Pit, which is only a few miles from the Reavis location. The Vanderpool Pit has been operating for a couple of years, and has been supplying commercial contractors and TxDot alike. I have included both a map of the Vanderpool Pit and a TxDot Test report for your review.

We apologize for this inconvenience, but are confident you will be happy with the new location. Also we do anticipate have material available at the Reavis location at a later date.

If you have any questions concerning this issue, please call.

Sincerely,

FRONTERA MATERIALS, INC.



Barry M. Ehlinger
Cell: (956)607-5965
bmefrontera@aol.com

Evangelina Garcia

From: bmefrontera@aol.com
Sent: Wednesday, January 13, 2010 3:14 PM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Re: Flexible Base Material Contract (Crushed Caliche)
Attachments: Vanderpool vs Reavis.kmz

Mrs. Garcia,

The Vanderpool Pit approximately 4 miles from the Reavis Pit, but actually 1 mile closer to the intersection of US 83 and FM 2221. Both pits are approximately 2 miles from the entrance gates.

The contract price will remain the same from the Vanderpool Pit.

Frontera Materials expects to be producing material at the Reavis Pit in the next 45-60 days.

I have attached a google earth map of the two pits for your information.

Thank You,

Barry M. Ehlinger
Frontera Materials, Inc.
P.O. Box 1449
Elsa, TX 78543
Office: (956) 316-8900
Fax: (956) 316-8905
Cell: (956) 607-5965

-----Original Message-----

From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
To: bmefrontera@aol.com
Sent: Wed, Jan 13, 2010 2:01 pm
Subject: Flexible Base Material Contract (Crushed Caliche)

Mr. Ehlinger,

Pursuant to your letter that you faxed on January 11, 2010, there are several questions/concerns that need to be addressed.

1. Please state exactly how many miles is the Vanderpool Pit from the Reavis Pit;
2. Prices to remain the same;
3. For how long will this take place;

This definitely will impact the Precinct, so if you can please respond to the above in order for Hidalgo County to be able to determine what is the best solution for Precinct 3. Your response to this concern will be greatly appreciated and I will get back to you once we have gone over your information.

Your current extended contract numbers for your contract are as follows:

E-09-110A-02-09-Pct's 1 & 2 (490 & Reavis Pit)
E-09-110B-02-09-Pct. 3 (Reavis Pit)
E-09-110C-02-09-Pct. 3 (490 Pit)
E-09-110E-02-09-Pct. 4 (490 & Reavis Pit)

Please call me at the following listed telephone number should you have any questions or concerns. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281

AI-20083

23.E.1.

Exemption from Competitive bidding - Construction Materials Testing Services - Pct. 4 - Paved/Unpaved Projects
CC REGULAR

Date: 03/02/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for construction material testing engineering services for Precinct No. 4's Paved/Unpaved Projects on an as needed basis;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with construction materials testing engineering services required for Precinct No. 4's Paved/Unpaved Projects on an as needed basis;

1st. _____; 2nd. _____; 3rd.
_____;

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of _____ for the provision of construction materials testing engineering services for Precinct No. 4's Paved/Unpaved Projects on an as needed basis.

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:

Available balance as of 2-25-10 \$109,371.68.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/24/2010 11:53 AM	APRV

2	Budget & Management	Erika Zamora	02/24/2010 02:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/25/2010 09:52 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 12:11 PM	APRV

Form Started By: Nielda Cavazos

Started On: 02/23/2010 03:47 PM

Final Approval Date: 02/25/2010

HIDALGO COUNTY PRECINCT NO 4
FOR

Engineering Construction Materials Testing Services
Paved/Unpaved Roads on an as needed basis

Scoring & Evaluation
GRID

Engineering Services

Total Scores	Millennium Engineering	RABA Kistner Consultants	L&G Engineering
Grader 1	97	94	93
Grader 2	97	93	92
Average	97	93.50	92.50
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

AI-20104

23.F.1.

**Approval to issue notice of termination w/Prescription Supply, Inc.
CC REGULAR**

Date: 03/02/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

A. Presentation for consideration, discussion and approval for Hidalgo County to exercise its option to suspend and/or terminate (under paragraph 4 Termination of Agreement) as stated in the current awarded agreement with Prescription Supply, Inc., contracted for, "Contraceptives-Injection and Pill ," by providing a written notice of termination;

B. Requesting authority to advertise for: "Contraceptives-Injection and Pill," for Hidalgo County Health and Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-001-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 2-26-10 \$5,247.11.

Attachments

Link: [Emails](#)

Link: [Termination Clause on the Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2010 09:52 AM	APRV
2	Budget & Management		02/26/2010 05:26 PM	NEW
3	Manuel Chapa	Manuel Chapa	02/26/2010 02:42 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/24/2010 03:29 PM
Final Approval Date: 02/26/2010

Rocio Villarreal

From: Salinas Espinosa Mercedes [msalinas@atlashall.com]
Sent: Tuesday, December 15, 2009 11:45 AM
To: 'Rocio Villarreal'
Subject: FW: C-09-172-07-07-Contraceptives contract with Prescription Supply
Attachments: Prescription Supply Inc. correspondence.doc

See below.

-----Original Message-----

From: Salinas Espinosa Mercedes [mailto:msalinas@atlashall.com]
Sent: Tuesday, December 15, 2009 11:44 AM
To: 'Martha Salazar'
Subject: RE: C-09-172-07-07-Contraceptives contract with Prescription Supply

Marty, attached is a revised draft of the letter to Prescription Supply, Inc. I re-wrote it to terminate immediately by them. I don't think we need to be wasting any more time by giving them opportunities to comply. They aren't going to. We will take an email sent to Y. Velasquez dated December 1 in which the company states that they cannot honor the contract as their notice to terminate.

Please review and let me know if this is the route you want to go.

mse

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 14, 2009 12:23 PM
To: 'Salinas Espinosa Mercedes'
Cc: 'Rocio Villarreal'
Subject: FW: C-09-172-07-07-Contraceptives contract with Prescription Supply
Importance: High

Ms. Mercedes:

Please review and comment on the demand letter to comply with awarded pricing to vendor for products for Health Dept.

We want to get it out.

Thanks,

Marty

PS Rocio drafted and I edited it a bit.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, December 14, 2009 11:19 AM
To: 'Martha Salazar'
Subject: C-09-172-07-07-Contraceptives contract with Prescription Supply

Please review draft letter.

ROCIO VILLARREAL

HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work

(956) 292-7000 ext. 4868 Work

rocio.villarreal@co.hidalgo.tx.us

2812 S. Business Hwy 281

Edinburg, Texas 78539

Rocio Villarreal

From: Yolanda Velasquez [yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, December 03, 2009 10:37 AM
To: Darlene ; 'Martha Salazar'
Cc: rocio.villarreal@co.hidalgo.tx.us
Subject: FW: Contract No 2009-172 "Contraceptive-Patch, Injection and Pill"

-----Original Message-----

From: wvanmetre@prescriptionsupply.com
[mailto:wvanmetre@prescriptionsupply.com]
Sent: Thursday, December 03, 2009 10:34 AM
To: Yolanda Velasquez
Subject: Re: Contract No 2009-172 "Contraceptive-Patch, Injection and Pill"

Yolanda,

First I want to apologize for the problems we have had with this contract. I

simply made the mistake of quoting you the 340B pricing not realizing that you did not qualify to receive it. I hope this proposal will help to clear up the problem.

Our cost from Teva is \$29.79 we will sell the product at this cost to you.

No
up charge or delivery expense. As soon as you reply that this is acceptable to you I can ship the item today.

Once again I do apologize and I hope this will allow us to continue to do business with you in the future.

Best regards,

William VanMetre

Quoting Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>:

>
>
>
>
> Good afternoon Mr. VanMetre
>
> Please be advised, Pursuant to the Contract entered into with Hidalgo
> County, we are demanding that you proceed to honor Purchase Order
> 629199 submitted to you on 09/18/2009 on behalf of the Health
> Department. We need your response by no later than 5:00 p.m., Wednesday, December 02, 2009.
>
> Thank you
>
> Yolanda Z. Velasquez, Buyer
>
> Hidalgo County - Purchasing Department

>
> 2802 S. Business Hwy. 281
>
> Edinburg, TX 78539
>
> Tel (956) 318-2626 x 4881
>
> Fax (956) 318-2629
>
> email: yolanda.velasquez@co.hidalgo.tx.us
>
>
>
>
>
>

Rocio Villarreal

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Thursday, November 19, 2009 11:59 AM
To: 'Yolanda Velasquez'; 'Rocio Villarreal'
Subject: FW: Contraceptive Price Increase
Attachments: ATT00157.txt

Yoli,

Either the vendor has to honor the pricing they had quoted on their original bid or even the increased pricing, but I don't think they can raise their pricing from \$ 1. Something to the new proposed pricing of \$13.00 something. Talk to Rocio, if they still cannot work with us, then we'll have to cancel the contract?

Darlene H. Betancourt, CPPB

Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, November 19, 2009 11:35 AM
To: Darlene
Subject: FW: Contraceptive Price Increase

Hi Ms. D

I just receive this from the Health Dept.

Bummer!

From: Rosie Bryan [mailto:rosie.bryan@hchd.org]
Sent: Thursday, November 19, 2009 11:34 AM
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contraceptive Price Increase

PLEASE NOTE BELOW REGARDING YOUR REQUEST...ROSIE

Rosie Bryan, PHE
1304 South 25th Avenue
Edinburg, Texas 78539
-----Original Message-----

From: Lydia Serna [mailto:lydia.serna@hchd.org]
Sent: Thursday, November 19, 2009 11:08 AM
To: 'Rosie Bryan'
Cc: 'Yolanda Alafa'; 'Josie Escalante'
Subject: RE: Contraceptive Price Increase

We are not eligible for the 340B pricing. How ever else she can help in convincing this company to give us a good fair price for our contraceptive. Thanks.

Lydia Serna

Director of Nursing
Hidalgo County Health & Human Services Department
956-383-6221

-----Original Message-----

From: Rosie Bryan [mailto:rosie.bryan@hchd.org]
Sent: Thursday, November 19, 2009 10:55 AM
To: 'LYDIA SERNA'; Reyna, Dan (HHS/OGHA); Yolanda Alafa
Cc: 'EDDIE OLIVAREZ'
Subject: FW: Contraceptive Price Increase

Yolanda Velasquez wants to know if we are organization eligible for the 340B discount. Rosie

Rosie Bryan, PHE
1304 South 25th Avenue
Edinburg, Texas 78539

-----Original Message-----

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, November 19, 2009 10:27 AM
To: rosie.bryan@hchd.org
Subject: FW: Contraceptive Price Increaase

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, November 19, 2009 10:26 AM
To: 'rosiebryan@hchd.org'
Subject: Contraceptive Price Increaase

Please review attachment and advice.
Thanks

Yolanda Z. Velasquez, Buyer
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

Rocio Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 04, 2009 12:25 PM
To: 'Darlene Betancourt'
Cc: 'Yolanda Velasquez'; 'Rocio Villarreal'
Subject: RE: purchase order 00162726 9-18-09

Ms. Darlene:

Have Ms. Yoli & Ms. Rocio communicate (via e-mail) with vendor regarding their desire to increase the pricing. Unless there exists a provision for a price escalation, then the price will need to be honored. We also need to see if there is a provision for purchasing the product from another vendor and charging the difference to this contractor.

Marty

-----Original Message-----

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, November 04, 2009 11:31 AM
To: 'Martha Salazar'
Cc: 'Yolanda Velasquez'; 'Rocio Villarreal'
Subject: FW: purchase order 00162726 9-18-09
Importance: High

Ms. Marty

Yes, there is a contract in place for the Health Dept C-09-172-07-07 Prescription Supply, Inc. for CONTRACEPTIVES-PATCH-INJECTIONS AND PILL (expiration of contract 07/06/10 w/County's option to renew (1) additional year).

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 04, 2009 9:41 AM
To: darlene.betancourt@co.hidalgo.tx.us
Subject: FW: purchase order 00162726 9-18-09
Importance: High

Ms. Darlenee:

Please review this message. Does this vendor have contract? Let me know.

Thanks,

Marty

-----Original Message-----

From: wvanmetre@prescriptionsupply.com
[mailto:wvanmetre@prescriptionsupply.com]
Sent: Tuesday, November 03, 2009 10:55 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: purchase order 00162726 9-18-09

Martha,

I recieved this purchase order and place the order with the manufacture.

When

the product arrived the invoice was for \$7.79 each. I have not been able to get them to honor the bid price. In order to cover my expenses I would need to charge \$8.49 per vial for shipping and handling. I feel the price quoted to me in March of 2009 was an error and it slipped through with out being noticed.

I know the county is in need of the product so we need to resolve this as soon as possible. I have it in stock ready to ship but we need to clear of the pricing difference.

Bill

Rocio Villarreal

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, November 04, 2009 11:31 AM
To: 'Martha Salazar'
Cc: 'Yolanda Velasquez'; 'Rocio Villarreal'
Subject: FW: purchase order 00162726 9-18-09

Importance: High

Ms. Marty

Yes, there is a contract in place for the Health Dept C-09-172-07-07 Prescription Supply, Inc. for CONTRACEPTIVES-PATCH-INJECTIONS AND PILL (expiration of contract 07/06/10 w/County's option to renew (1) additional year).

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 04, 2009 9:41 AM
To: darlene.betancourt@co.hidalgo.tx.us
Subject: FW: purchase order 00162726 9-18-09
Importance: High

Ms. Darlenee:

Please review this message. Does this vendor have contract? Let me know.

Thanks,
Marty

-----Original Message-----

From: wvanmetre@prescriptionsupply.com
[mailto:wvanmetre@prescriptionsupply.com]
Sent: Tuesday, November 03, 2009 10:55 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: purchase order 00162726 9-18-09

Martha,

I recieved this purchase order and place the order with the manufacture.
When

the product arrived the invoice was for \$7.79 each. I have not been able to get them to honor the bid price. In order to cover my expenses I would need to charge \$8.49 per vial for shipping and handling. I feel the price quoted to me in March of 2009 was an error and it slipped through with out being noticed.

I know the county is in need of the product so we need to resolve this as soon as possible. I have it in stock ready to ship but we need to clear of the pricing difference.

Bill

REQUIREMENTS AGREEMENT

C-09-172-07-07

THIS AGREEMENT (the "Agreement") is entered into effective as **July 7, 2009** by and between **Prescription Supply Inc.,** a **Ohio Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Contraceptives-Patch, Injection & Pill,**" 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 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 "**Contraceptives- Injection & Pill**" in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 7, 2009 to July 6, 2010 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the 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. 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

Scoring grid - Registered Pharmacist Services CC REGULAR

Date: 03/02/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

A. Presentation of scoring grid (for the purposes of CC's ranking) for the Statements of Qualifications received in response to Hidalgo County's request for qualifications for: "Registered Pharmacists Services" as required for the Hidalgo County Department of Health & Human Services;

1st. _____; 2nd. _____;

B. Requesting authority for the Purchasing Department to enter into negotiations with the number one ranked participant _____ so as to finalize a professional services contract for the provision of "Registered Pharmacists Services" for the Hidalgo County Department of Health & Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-003-0-337
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 2-26-10 \$14,175.00.

Attachments

Link: [Participation-Acceptance Logs](#)

Link: [Scoring Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 02:22 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 08:00 AM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Gricelda Villarreal Started On: 02/23/2010 10:25 AM

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS
IBF-RFB-RFP-RFQ-RFQ-RFI**

RFQ ACCEPTANCE DATE FEBRUARY 17, 2010

RFQ ACCEPTANCE TIME 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "H. C. Health and Human Services-Registered Pharmacist Services"

RFQ NO: 2010-001-02-17-CGV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME		RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	David Castro 279-0272 (cell)	IP	utrph82@hotmail.com CGV	2-05-10	4000 Auburn Avenue McAllen, Texas 78504
02.	Medical Staffing Network	email	sylviaeisner@msnhealth.com CGV	02-05-10	Ph. 630-916-3920 Fax: 630-916-3903
03.	Health Care Recruitment Partners LLC Pilar Pico, RN	Email	ppico@hcrp-us.com CGV	02-05-10	1-877-216-5714 Fax: 561-748-6170
04.	Favorite Healthcare Staffing Teresa Meyer	Email	tmeyer@favoritestaffing.com CGV	02-05-10	Ph. 913-383-9733 Fax: 888-870-6530
05.	RealTime/RX Staffing & Solutions Darryl S. Moore, PharmD	Email	Darryl@realtimerecruit.com CGV	02-05-10	Ph. 866-513-8415
06.	JayKay Staffing Purity Ndolo, President	Email	purityn@yahkaystaffing.com CGV	02-05-10	PO Box 49091 Leesburg, FL 347-49-0901 800-442-5441 Ext 101 800-805-9016
07.	Maria Harrison, Marketing	Email	mharrison@pharmaceuticalstrategies.com CGV	02-05-10	Ph. 781-835-2300 Fax: 781-279-2977
08.	Noah's Pharmacy Kimberly Paul	Email	Kimpaul1913@yahoo.com CGV	02-05-10	
09.	Global Healthcare Group LLC Narendra Ghuge	Email	narendra@globalhealthcaregroup.com CGV	02-05-10	2151 Linglestown Road Ste 180 Harrisburg, PA 17110 717-877-8574 Fax: 717-540-8502
10.	CHG Healthcare Services Dan Brissenden	Email	Dan.brissenden@chghealthcare.com CGV	02-05-10	PO Box 713100 Salt Lake City, UT 84171 PH: 1-800-328-3051 Fax: 801-930-4509

*VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS
IBF-RFB-RFP-RFQ-RFQ-RFI**

RFQ ACCEPTANCE DATE FEBRUARY 17, 2010

RFQ ACCEPTANCE TIME 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "H. C. Health and Human Services-Registered Pharmacist Services"

RFQ NO: 2010-001-02-17-CGV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME		RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
11.	Covina Contracts Processor-GS Team Angie Sandoval	Email	angiesasndoval@msnhealth.com CGV	02-05-10	PO Box 1635 Covina, CA 91722 PH. 888-966-5062 Ext. 14 Fax: 877-732-9912
12.	Garcia, Quintanilla & Palacios Isaac Tawil	Email	Isaac@gqplaw.com CGV	02-10-10	5526 N. 10 th Street McAllen, Tx 78504 Ph: 956-682-9477
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

*VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY HEALTH AND HUMAN SERVICES

RFQ ACCEPTANCE DATE: FEBRUARY 17, 2010

RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: "REGISTERED PHARMACISTS SERVICES"

RFQ NO: 2010-001-02-17CGV

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	Medical Staffing Network	√√	
#02	David Castro	√√	
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY
“REGISTERED PHARMACISTS SERVICES
FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES”

RFQ NO: 2010-001-02-17CGV

Scoring Grid

PARTICIPATING COMPANIES ⇒⇒⇒⇒	David Castro	Medical Staffing Network
GRADER NUMBER 1	100	35
GRADER NUMBER 2	100	60
TOTAL-(SCORES)	200	95
AVERAGE	100	47.5
RANKINGS	1	2

AI-20115

23.G.1.

**Maintenance & Repair for Elevators Located in County Owned Buildings
CC REGULAR**

Date: 03/02/2010

Submitted By: Elena Gomez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Buildings &
Grounds

Information

CAPTION

A. Recommending approval of the sixty (60) grace period extension (as provided under the current agreement between Hidalgo County and Thyssen Krupp in connection with maintenance and repairs of elevators so as to have no lapse in services while procurement process is completed;

B. Recommendation to reject the sole bid response received for: "Hidalgo County Facilities Management-Maintenance & Repairs for Elevators located in County Owned Buildings" through-RFB No. 2010-038-02-24-MEG;

C. Authority to re-advertise for: "Hidalgo County Facilities Management-Maintenance & Repairs for Elevators located in County Owned Buildings" inasmuch as specifications and requirements will be modified.

BACKGROUND

Current Contract expires on March 3, 2010

Fiscal Impact

Attachments

Link: [Extension](#)

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2010 09:54 AM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 01:55 PM	APRV
3	Olga Garza	Olga Garza	02/26/2010 03:56 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Elena Gomez
Started On: 02/24/2010 04:37 PM

Final Approval Date: 02/26/2010



PURCHASING DEPARTMENT
County Of Hidalgo

February 25, 2010

Thyssenkrupp Elevator Corporation
Gregg Laznovsky
5449 Bear Lane, Suite 406
Corpus Christi, TX 78405

Via Facsimile (361) 299-0502

Re: C-09-006-03-03-Maintance & Repairs for Elevators Located in Hidalgo County Owned Buildings

Dear Mr. Laznovsky:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the (60) Sixty Day Grace Period 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 March 1, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on February 26, 2010, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS
COUNTY OF HIDALGO

SERVICE CONTRACT
C-09-006-03-03

THIS CONTRACT is made and entered into this day 3rd of March, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Thyssenkrupp Elevator Corporation**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for “**Maintenance & Repairs for Elevators Located in County Owned Buildings**” (the "Services") for Hidalgo County; and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". 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 Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **March 4, 2009** and ending on, **March 3, 2010**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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 any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. 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.

13. 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: Thyssen Krupp Elevator
 Attention: "Gregg Laznovsky, Sales Manager
 5449 Bear Lane, Suite 406
 Corpus Christi, TX 78405

14. 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.

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

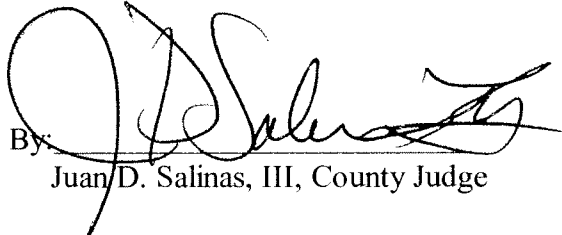
16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

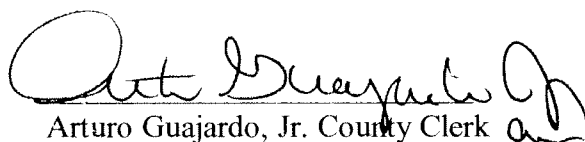
WITNESS our hands in duplicate originals this _____ day of _____, 2009

Approved on Commissioners' Court March 3, 3009

COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk

COMPANY: Thyssen Krupp Elevator Corp.

By: micky Warren

Printed Name: micky Warren

Title: Branch Mgr.

APPROVED AS TO FORM:

Hidalgo County District
Attorney Office

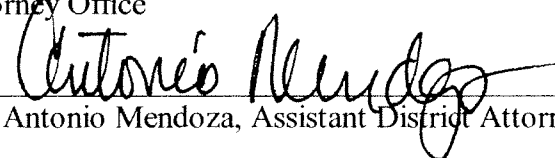
By: 
Antonio Mendoza, Assistant District Attorney

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY "MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS" 2009-006-02-23-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.

LOCATIONS: To the following elevators to be serviced, but not limited to:

Hidalgo County Administration Bldg.
100 E. Cano
Edinburg, Texas 78539

4 Elevators:
2 to Second Floor only, on West side and
2 to Fifth Floor on East side.

Hidalgo County Courthouse Bldg.
100 N. Closer (HSO Substation)
Edinburg, TX 78539

2 Elevators:
1 to Basement only, on East side.
1 to Third Floor only, on East side and

POC: Daniel Flores, Director of Buildings & Grounds
956-318-2646 x 2647

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.

1. 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 Buildings & Grounds Director Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

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. Daniel Flores, Director, Hidalgo County Buildings & Grounds at (956)318-2646/ 2647.

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 Buildings & Grounds, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Buildings & Grounds, 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 Buildings & Grounds. 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 Buildings & Grounds.

(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 Buildings & Grounds, 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 Buildings & Grounds, 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 Buildings & Grounds, 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 Buildings & Grounds, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING: Vendor and designated representative of Hidalgo County Buildings & Grounds, Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points 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.

ThyssenKrupp Elevator

February 17th, 2009



Branch Office:

Rio Grande Valley Office

5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(361) 299-0033 office
(361) 299-0502 fax

324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(956) 233-1208 fax

Dear Sirs,

Here is a list of the personnel we have working for us in your area.

Office Personnel Information – Corpus Christi (C. C.) Branch Office:

Micky Warren	Branch Manager
Donnye Mayfield	Service Manager
Kristin Smith	Sales Representative
Carl Buxton	Sales Representative
Gloria McGrew	Office manager
Glenda Cook	Accounting

Office Personnel Information – Rio Grande Valley (RGV) Office:

Gregg Laznovsky	Sales Manager

Technical Service and Operations Personnel Information - RGV:

Mark Castro	Service Technician/Mechanic / Upper Valley & Laredo
Roy Rangel	Service Technician/Mechanic / Upper Valley & Laredo
Roger Salinas	Service Technician/Mechanic / So. Padre Island & Lower Valley, Laredo
Lee Fleck	Service Technician/Mechanic / So. Padre Island & Laredo
Don Prescott	Service Technician/Mechanic / Upper Valley & Lower Valley
David Garza	Service Technician/Mechanic / Upper & Lower Valley, Laredo
Dos Myrick	Construction/ Mechanic
Danny Villarreal	Construction/Helper
Mike Nesrsta	Service Repair/Mechanic / Upper & Lower Valley, Laredo, Corpus Christi
Billy Reed	Service Repair/Mechanic / Victoria, Laredo, Corpus Christi, RGV
Robert Schumann Jr.	Service Repair/Helper/Victoria, Laredo, Corpus Christi, Rio Grande Valley

Technical Service and Operations Personnel Information – C. C.:

Robert Schumann	Service Technician/Mechanic & Adjuster
Steve Maxton	Service Technician/Mechanic & Adjuster
Price Tulley	Service Technician/Mechanic
Richard Arispe	Service Repair Mechanic

Technical Service and Operations Personnel Information – Victoria:

Don Debose	Service Technician/Mechanic
Kirby Brandt	Service Technician/Mechanic

Technical Service and Operation Personnel Information – Laredo:

Sal Mendoza	Service Technician/Mechanic/Laredo
Price Tulley	Service Technician/Mechanic / Corpus Christi & Laredo
Richard Arispe	Service Technician/Mechanic / Corpus Christi & Laredo
Roy Rangel	Service Technician/Mechanic / Rio Grande Valley & Laredo
Clinton Kaiser	Construction/Mechanic
Jorge Velasquez	Construction/Helper

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) The initial term of this contract will be for one (1) year period.
- (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) **Hidalgo County** may terminate the contract upon thirty (30) days with advance written notice of Vendor.
- (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.

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 E. 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, MONDAY, FEBRUARY 16, 2009 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. WEDNESDAY, FEBRUARY 18, 2009.

EXHIBIT "B"

BID PAGE

Exhibit "B"

HIDALGO COUNTY "MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS" 2009-006-02-23-MEG

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.

	Hydro	Traction	Service calls normal hours from 8-5	After hours Nights, weekends & Holidays	Emergency Calls
BUILDING MONTHLY RATE					
COURTHOUSE 100 N CLOSER	2 UNITS \$558 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
ADMINISTRATION 100 E CANO	4 UNITS \$1,050 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
TOTAL COST	\$1,608 PER MO.		\$0.00	\$0.00	\$0.00

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1 ROY RANGEL	27 YEARS	NEIEP - NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM
2 MARK CASTRO	14 YEARS	NEIEP
3 DON PRESCOTT	28 YEARS	NEIEP
4 BOBBY SCHUMANN	30 YEARS	NEIEP

BIDDER/COMPANY NAME: THYSSEN KRUPP ELEVATOR
ADDRESS: 5449 BEAR LANE, SUITE 406
CITY: CORPUS CHRISTI STATE: TEXAS ZIP CODE: 78405
PHONE No: (800) 334-8984 FAX No: (361) 299-0502
AUTHORIZED SIGNATURE: Gregg Laznovsky
PRINTED NAME: GREGG LAZNOVSKY
TITLE: SALES MANAGER DATE: 02/17/09
EMAIL: gregory.laznovsky@thyssenkrupp.com

ADDENDUM NO. 1

February 12, 2009

"Maintenance & Repairs for Elevators Located In County Owned Buildings"
RFB NO.: 2009-006-02-23-MEG

NOTE: ADDITIONAL ELEVATOR

Please add the following elevator and include this page for pricing on Exhibit "B".

Elevator Description: 1- 2 Story Elevator Hidalgo County Clerk Warehouse Located: 317 N. Closner Edinburg, Texas 78539					
	Hydro	Traction	Service calls normal hours from 8-5	After hours Nights, weekends & Holidays	Emergency Calls
BUILDING MONTHLY RATE	\$175 PER MO		UNLIMITED	UNLIMITED	UNLIMITED
TOTAL COST	\$175 PER MO		\$0.00	\$0.00	\$0.00

I, GREGORY S. LAZNOVSKY, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-"HIDALGO COUNTY Maintenance & Repairs for Elevators Located in County Owned Buildings".

GREGORY S. LAZNOVSKY / THYSSENKRUPP ELEVATOR

Printed Bidder Name

02 / 13 / 09

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
BID PACKET, IN ORDER TO COMPLETE THE
BID.....**

EXHIBIT "C"

CERTIFICATE OF INSURANCE

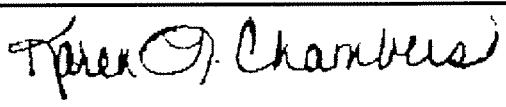
ACORD	CERTIFICATE OF LIABILITY INSURANCE		Date 3/13/2009
Producer	WILLIS OF ILLINOIS INC 10 S LASALLE ST STE 3000 CHICAGO IL 60603	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.	
		INSURERS AFFORDING COVERAGE	NAIC #
Insured	THYSSENKRUPP ELEVATOR CORPORATION 2801 NETWORK DR STE 700 FRISCO TX 75034	INSURER A Lexington Insurance Company	19437
		INSURER B Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
		INSURER C Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
		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.

NSR LTR	ADD'L INSRD	Type Of Insurance	Policy Number	Policy Effective	Policy Expiration	Limits
A		General Liability	1225204	10/01/2007	10/01/2009	Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person) Personal & Adv. Injury General Aggregate Products-Comp/Ops Aggr
		X Commercial General Claims Made X Occurrence				\$2,000,000 \$2,000,000 \$5,000 \$2,000,000 \$2,000,000 Included
		Gen'l Agg Limit Applies Per: ☒ Policy ☐ Proj ☐ Loc				
B		Automobile Liability	ASKY91438879018 (AOS) ASJY91438879038 (PR)	10/01/2008	10/01/2009	Combined Single Limit Bodily Injury (Person) Bodily Injury (Accident) Property Damage
		X Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos				\$2,000,000
		Garage Liability				Auto Only (ea accident) Other Than Auto Only: Each Accident Aggregate
		Any Auto				
		Excess Liability				Each Occurrence Aggregate
		Occur Claims Made Deductible Retention \$				
C		Worker's Compensation and Employers' Liability Any Proprietor / Partner / Executive Officer / Member Excluded? If yes, describe under Special Provisions below	WLRC42850457 (AOS) WLRC42850470 (CA) SCFC42850469 (WI)	10/01/2008	10/01/2009	WC Statutory Limits Other EL Each Accident EL Disease - Policy Limit EL Disease - Ea Employee
						X 1,000,000 1,000,000 1,000,000
Other Coverages						

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

RE: Elevator Maintenance Job# 0771X01785-87 HIDALGO COUNTY COURTHOUSE - EDINBURG, TX

CERTIFICATE HOLDER	CANCELLATION	# CKDO-7Q4JZK
COUNTY OF HIDALGO 100 EAST CANO EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.	
		
ACORD 25 (2001/08)	ACORD CORPORATION 1988	

ADDITIONAL INFORMATION		Date 3/13/2009
PRODUCER WILLIS OF ILLINOIS INC 10 S LASALLE ST STE 3000 CHICAGO IL 60603	Company E	
	Company F	
INSURED THYSSENKRUPP ELEVATOR CORPORATION 2801 NETWORK DR STE 700 FRISCO TX 75034	Company G	
	Company H	
TEXT		

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.
COUNTY OF HIDALGO

CERTIFICATE HOLDER	Serial #:	CKDO-7Q4JZK
COUNTY OF HIDALGO 100 EAST CANO EDINBURG TX 78539		

ADDITIONAL INFORMATION

Date

09/11/2008

12:00:00 AM

PRODUCER

Willis of Illinois, Inc.
10 S. LaSalle St., Ste. 3000
Chicago IL 60603

Company
E

Company
F

Company
G

Company
H

INSURED

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

TEXT

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

HIDALGO COUNTY

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 ESAT CANO
EDINBURG TX 78539

Serial #: BHOR-7JDKUL

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
09/11/2008

PRODUCER

Willis of Illinois, Inc.
10 S. LaSalle St., Ste. 3000
Chicago IL 60603THIS 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.

Helen Chen Ph:312-621-4775 Fx:312-621-6865

INSURED

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
INSURER C: Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																																				
A		GENERAL LIABILITY ☒ COMMERCIAL GENRL LBLTY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	1225204	10/01/2007	10/01/2009	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>FIRE DAMAGE (Any one fire)</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>Included</td></tr></table>	EACH OCCURRENCE	\$	\$2,000,000	FIRE DAMAGE (Any one fire)	\$	\$2,000,000	MED EXP (Any one person)	\$	\$5,000	PERSONAL & ADV INJURY	\$	\$2,000,000	GENERAL AGGREGATE	\$	\$2,000,000	PRODUCTS - COMP/OP AGG	\$	Included																		
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GENERAL AGGREGATE	\$	\$2,000,000																																								
PRODUCTS - COMP/OP AGG	\$	Included																																								
B		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	ASKY91438879018 (AOS) ASJY91438879038 (PR)	10/01/2008	10/01/2009	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td><td></td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td><td></td></tr><tr><td>AGG</td><td>\$</td><td></td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	\$2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$		AUTO ONLY - EA ACCIDENT	\$		OTHER THAN AUTO ONLY: EA ACC	\$		AGG	\$		EACH OCCURRENCE	\$		AGGREGATE	\$			\$			\$			\$	
COMBINED SINGLE LIMIT (Ea accident)	\$	\$2,000,000																																								
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OTHER THAN AUTO ONLY: EA ACC	\$																																									
AGG	\$																																									
EACH OCCURRENCE	\$																																									
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		GARAGE LIABILITY ☐ ANY AUTO																																								
		EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION\$																																								
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC4285045 (AOS) WLRC42850470 (CA) SCFC42850469 (WI)	10/01/2008	10/01/2009	<table border="1"><tr><td>☒ WC STATU-TORY LIMITS</td><td>☐ OTH-ER</td><td></td></tr><tr><td>EL EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>EL DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr><tr><td>EL DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr></table>	☒ WC STATU-TORY LIMITS	☐ OTH-ER		EL EACH ACCIDENT	\$	1,000,000	EL DISEASE - POLICY LIMIT	\$	1,000,000	EL DISEASE - EA EMPLOYEE	\$	1,000,000																								
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EL DISEASE - EA EMPLOYEE	\$	1,000,000																																								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: ELEVATOR MODERNIZATION JOB# 077BX5710-11 HIDALGO COUNTY COURTHOUSE - EDINBURG, TX

Upon awarding of contract, their company will issue the insurance with the information for this area.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 ESAT CANO
EDINBURG TX 78539

CANCELLATION

BHOR-7JDKUL

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

Theresa Chambers

© ACORD CORPORATION 1988

**Approval-Supplemental Agreements/Engineering Service
Contracts/BCAP/Pct 1/3rd. Call
CC REGULAR**

Date: 03/02/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department Sub-category: CAP Pct.1

Information

CAPTION

Pursuant to provisions under various current engineering services contracts, approval of the following Supplemental Agreements:

A. Supplemental Agreement # 3 under contract #C-CAP-08-028-10-28-effective 10-10-08 between Hidalgo County and TEDSI Infrastructure extending the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

B. Supplemental Agreement # 1 under contract #C-CAP-09-003-01-20-effective 2-03-09 between Hidalgo County and Izaguirre Engineering Group, LLC extending the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

C. Supplemental Agreement # 1 under contract #C-CAP-09-004-02-17-effective 2-17-09 between Hidalgo County and Rodriguez Engineering extending the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached expense report as of 2-26-10 for funding availability as it relates to Pct. 1 Round III BCAP projects.

Attachments

Link: [08.028 tedsi ext end rnd3](#)

Link: [09.003 iza ext end rnd 3](#)

Link: 09.004 rdz ext end rnd 3

Link: Pct. 1 Round III BCAP expense report as of 2-26-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 02:51 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:14 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/26/2010 07:43 AM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Yvette Islas

Started On: 02/24/2010 01:21 PM

Final Approval Date: 02/26/2010

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-028-10-28
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and TEDSI Infrastructure Group Professional Engineers of Mission, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 10th day of October, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 1 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Supplemental Agreement No. 2 (approved on 11-03-09) establishes that this Agreement is to terminate at the close of business on April 22, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas

Address for Giving Notices:
1201 E . Expressway 83
MISSION, TEXAS 78572

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-09-003-01-20
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Izaguirre Engineering Group, LLC Professional Engineers of McAllen, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 3rd day of February, 2009 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 1 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 16, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Izaguirre Engineering Group, LLC

BY: _____
Diana Izaguirre, President

Address for Giving Notices:
5522 North 10th Street
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-09-004-02-17
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Rodriguez Engineering Professional Engineers of Edinburg, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 17th day of February, 2009 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 1 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 21, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
RODRIGUEZ ENGINEERING**

BY: _____
Leo L. Rodriguez, PE

Address for Giving Notices:
P O Box 1830
Edinburg, Texas 78540

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

For 01/01/10 - 01/31/11
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
063							
0-1312-431-00-121-063-0-312	BALLI ESTATES-INDIRECT COST	.00	14,384.41	.00	.00	14,384.41	.00
0-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	4,301.09	4,301.09	.00	.00	100.00
0-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	12,697.87	12,697.87	.00	.00	100.00
0-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	.00	390,547.50	.00	.00	390,547.50	.00
0-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	.00	67,970.89	.00	.00	67,970.89	.00
063		.00	489,901.76	16,998.96	.00	472,902.80	3.47
120							
0-1312-431-00-121-120-0-312	BRENDA GAY-INDIRECT COST	.00	656.55	.00	.00	656.55	.00
0-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	.00	1,760.58	1,760.58	.00	.00	100.00
0-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,397.44	2,397.44	.00	.00	100.00
0-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	.00	69,226.50	.00	.00	69,226.50	.00
0-1312-431-00-121-120-0-733	BRENDA GAY-DRAINAGE DITCHES	.00	19,872.72	.00	.00	19,872.72	.00
0-1312-431-00-121-120-0-899	BRENDA GAY-CONTINGENCY	.00	7,267.25	.00	.00	7,267.25	.00
120		.00	101,181.04	4,158.02	.00	97,023.02	4.11
148							
0-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	1,863.88	.00	.00	1,863.88	.00
0-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	686.33	617.66	68.67	.00	100.00
0-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	1,920.62	1,920.62	.00	.00	100.00
0-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	.00	67,032.90	.00	.00	67,032.90	.00
0-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	23,043.00	.00	.00	23,043.00	.00
148		.00	94,546.73	2,538.28	68.67	91,939.78	2.76
149							
0-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	1,788.83	.00	.00	1,788.83	.00
0-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	608.47	547.72	60.75	.00	100.00
0-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,701.57	1,701.57	.00	.00	100.00
0-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	.00	66,048.15	.00	.00	66,048.15	.00
0-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	15,865.00	.00	.00	15,865.00	.00
149		.00	86,012.02	2,249.29	60.75	83,761.98	2.69
181							
0-1312-431-00-121-181-0-312	COLONIA SAENZ-INDIRECT COST	.00	402.36	.00	.00	402.36	.00
0-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	1,073.09	1,073.09	.00	.00	100.00
0-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,370.14	1,370.14	.00	.00	100.00
0-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	.00	32,576.50	.00	.00	32,576.50	.00
0-1312-431-00-121-181-0-733	COLONIA SAENZ-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00

For 01/01/10 - 01/31/11

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
181							
0-1312-431-00-121-181-0-899	COLONIA SAENZ-CONTINGENCY	.00	10,611.33	.00	.00	10,611.33	.00
181		.00	62,233.42	2,443.23	.00	59,790.19	3.93
185							
0-1312-431-00-121-185-0-312	COLONIA WHALEN ROAD-INDIRECT COST	.00	2,629.95	.00	.00	2,629.95	.00
0-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	1,402.14	1,214.32	187.82	.00	100.00
0-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	2,775.63	2,775.63	.00	.00	100.00
0-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	.00	64,076.00	.00	.00	64,076.00	.00
0-1312-431-00-121-185-0-733	COLONIA WHALEN ROAD-DRAINAGE DITCHES	.00	26,756.00	.00	.00	26,756.00	.00
0-1312-431-00-121-185-0-899	COLONIA WHALEN ROAD-CONTINGENCY	.00	16,878.64	.00	.00	16,878.64	.00
185		.00	114,518.36	3,989.95	187.82	110,340.59	3.65
215							
0-1312-431-00-121-215-0-312	DE ANDA SUBDIVISION-INDIRECT COST	.00	1,345.39	.00	.00	1,345.39	.00
0-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	713.76	627.96	85.80	.00	100.00
0-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,235.07	1,235.07	.00	.00	100.00
0-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	.00	34,216.00	.00	.00	34,216.00	.00
0-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE DITCHES	.00	12,600.00	.00	.00	12,600.00	.00
0-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGENCY	.00	8,653.85	.00	.00	8,653.85	.00
215		.00	58,764.07	1,863.03	85.80	56,815.24	3.32
220							
0-1312-431-00-121-220-1-312	DELTA WEST SUBDIVISION-INDIRECT COST	.00	8,410.90	.00	.00	8,410.90	.00
0-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	3,915.51	3,415.13	500.38	.00	100.00
0-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	8,152.53	8,152.53	.00	.00	100.00
0-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	.00	217,183.50	.00	.00	217,183.50	.00
0-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINAGE DITCHES	.00	41,600.00	.00	.00	41,600.00	.00
0-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTINGENCY	.00	46,702.68	.00	.00	46,702.68	.00
220		.00	325,965.12	11,567.66	500.38	313,897.08	3.70
228							
0-1312-431-00-121-228-1-312	DIAZ SUBDIVISION-INDIRECT COST	.00	1,456.16	.00	.00	1,456.16	.00
0-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	731.27	634.70	96.57	.00	100.00
0-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,324.25	1,324.25	.00	.00	100.00
0-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	.00	38,012.50	.00	.00	38,012.50	.00
0-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
0-1312-431-00-121-228-1-899	DIAZ SUBDIVISION-CONTINGENCY	.00	8,542.06	.00	.00	8,542.06	.00
228		.00	59,066.24	1,958.95	96.57	57,010.72	3.48

For 01/01/10 - 01/31/11
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
232							
0-1312-431-00-121-232-0-312	COLONIA BOYCE-INDIRECT COST	.00	792.52	.00	.00	792.52	.00
0-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	2,154.33	2,154.33	.00	.00	100.00
0-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,213.74	3,213.74	.00	.00	100.00
0-1312-431-00-121-232-0-731	COLONIA BOYCE-ROADS	.00	97,924.00	.00	.00	97,924.00	.00
0-1312-431-00-121-232-0-899	COLONIA BOYCE-CONTINGENCY	.00	21,303.37	.00	.00	21,303.37	.00
232		.00	125,387.96	5,368.07	.00	120,019.89	4.28
319							
0-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRECT COST	.00	3,248.02	.00	.00	3,248.02	.00
0-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	823.81	823.81	.00	.00	100.00
0-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	2,794.71	2,794.71	.00	.00	100.00
0-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	.00	88,200.00	.00	.00	88,200.00	.00
0-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	.00	14,993.73	.00	.00	14,993.73	.00
319		.00	110,060.27	3,618.52	.00	106,441.75	3.29
362							
0-1312-431-00-121-362-0-312	L & P-INDIRECT COST	.00	983.24	.00	.00	983.24	.00
0-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	.00	9,445.97	.00	.00	9,445.97	.00
0-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	.00	2,478.14	.00	.00	2,478.14	.00
0-1312-431-00-121-362-0-731	L & P-ROADS	.00	48,180.52	.00	.00	48,180.52	.00
0-1312-431-00-121-362-0-733	L & P-DRAINAGE DITCHES	.00	4,292.00	.00	.00	4,292.00	.00
0-1312-431-00-121-362-0-899	L & P-CONTINGENCY	.00	18,681.57	.00	.00	18,681.57	.00
362		.00	84,061.44	.00	.00	84,061.44	.00
387							
0-1312-431-00-121-387-0-312	LA MESA SUBDIVISION-INDIRECT COST	.00	4,007.84	.00	.00	4,007.84	.00
0-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	2,369.13	2,028.12	341.01	.00	100.00
0-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	4,675.99	4,675.99	.00	.00	100.00
0-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	.00	92,324.50	.00	.00	92,324.50	.00
0-1312-431-00-121-387-0-733	LA MESA SUBDIVISION-DRAINAGE DITCHES	.00	60,500.00	.00	.00	60,500.00	.00
0-1312-431-00-121-387-0-899	LA MESA SUBDIVISION-CONTINGENCY	.00	29,017.58	.00	.00	29,017.58	.00
387		.00	192,895.04	6,704.11	341.01	185,849.92	3.65
423							
0-1312-431-00-121-423-0-312	LOS CASTILLOS ESTATES-INDIRECT COST	.00	181.61	.00	.00	181.61	.00
0-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	.00	1,305.34	1,305.34	.00	.00	100.00
0-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	1,590.88	1,590.88	.00	.00	100.00
0-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	.00	58,263.70	45,671.49	.00	12,592.21	78.39

For 01/01/10 - 01/31/11
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

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							
423							
0-1312-431-00-121-423-0-899	LOS CASTILLOS ESTATES-CONTINGENCY	.00	12,908.00	.00	.00	12,908.00	.00
423		.00	74,249.53	48,567.71	.00	25,681.82	65.41
461							
0-1312-431-00-121-461-0-312	MID-VALLEY ESTATES-INDIRECT COST	.00	5,718.70	.00	.00	5,718.70	.00
0-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	2,618.48	2,273.26	345.22	.00	100.00
0-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	4,822.99	4,822.99	.00	.00	100.00
0-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	.00	149,324.98	.00	.00	149,324.98	.00
0-1312-431-00-121-461-0-733	MID-VALLEY ESTATES-DRAINAGE DITCHES	.00	21,600.00	.00	.00	21,600.00	.00
0-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENCY	.00	30,611.80	.00	.00	30,611.80	.00
461		.00	214,696.95	7,096.25	345.22	207,255.48	3.47
687							
0-1312-431-00-121-687-0-312	SO. PALM GARDENS EST.#1-INDIRECT COST	.00	1,119.80	.00	.00	1,119.80	.00
0-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	398.17	360.22	37.95	.00	100.00
0-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,241.34	1,241.34	.00	.00	100.00
0-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	.00	42,764.98	.00	40,863.12	1,901.86	95.55
0-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	.00	7,086.23	.00	.00	7,086.23	.00
687		.00	52,610.52	1,601.56	40,901.07	10,107.89	80.79
688							
0-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIRECT COST	.00	921.27	.00	.00	921.27	.00
0-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	322.49	300.45	22.04	.00	100.00
0-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	982.62	982.62	.00	.00	100.00
0-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	.00	35,373.00	.00	31,573.50	3,799.50	89.26
0-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	.00	5,799.22	.00	.00	5,799.22	.00
688		.00	43,398.60	1,283.07	31,595.54	10,519.99	75.76
779							
0-1312-431-00-121-779-0-312	VALLEY VIEW ESTATES-INDIRECT COST	.00	798.02	.00	.00	798.02	.00
0-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	2,320.47	2,320.47	.00	.00	100.00
0-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,107.70	3,107.70	.00	.00	100.00
0-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	.00	97,107.50	.00	.00	97,107.50	.00
0-1312-431-00-121-779-0-733	VALLEY VIEW ESTATES-DRAINAGE DITCHES	.00	8,368.00	.00	.00	8,368.00	.00
0-1312-431-00-121-779-0-899	VALLEY VIEW ESTATES-CONTINGENCY	.00	22,946.20	.00	.00	22,946.20	.00
779		.00	134,647.89	5,428.17	.00	129,219.72	4.03
790							
0-1312-431-00-121-790-0-312	VILLAGE GROVE #2-INDIRECT COST	.00	1,140.11	.00	.00	1,140.11	.00

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Expenditure Summary Report
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FJEXS01B

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<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
790							
0-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	337.95	337.95	.00	.00	100.00
0-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	720.88	720.88	.00	.00	100.00
0-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	.00	30,919.00	.00	.00	30,919.00	.00
0-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	.00	5,338.32	.00	.00	5,338.32	.00
790		.00	38,456.26	1,058.83	.00	37,397.43	2.75
804							
0-1312-431-00-121-804-0-312	WES-MER SUBDIVISION-INDIRECT COST	.00	2,116.80	.00	.00	2,116.80	.00
0-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	1,002.81	871.23	131.58	.00	100.00
0-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	1,979.69	1,979.69	.00	.00	100.00
0-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	.00	54,466.50	.00	.00	54,466.50	.00
0-1312-431-00-121-804-0-733	WES-MER SUBDIVISION-DRAINAGE DITCHES	.00	10,800.00	.00	.00	10,800.00	.00
0-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGENCY	.00	11,790.98	.00	.00	11,790.98	.00
804		.00	82,156.78	2,850.92	131.58	79,174.28	3.63
855							
0-1312-431-00-121-855-0-312	ASH COUNTY-INDIRECT COST	.00	2,624.14	.00	.00	2,624.14	.00
0-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	1,460.38	1,251.78	208.60	.00	100.00
0-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	2,915.79	2,915.79	.00	.00	100.00
0-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	.00	62,438.50	.00	.00	62,438.50	.00
0-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	.00	32,400.00	.00	.00	32,400.00	.00
0-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	.00	17,801.35	.00	.00	17,801.35	.00
855		.00	119,640.16	4,167.57	208.60	115,263.99	3.66
860							
0-1312-431-00-121-860-0-312	CHAPA #2-INDIRECT COST	.00	1,968.00	.00	.00	1,968.00	.00
0-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	5,493.09	5,493.09	.00	.00	100.00
0-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	7,624.57	7,624.57	.00	.00	100.00
0-1312-431-00-121-860-0-731	CHAPA #2-ROADS	.00	181,286.00	.00	.00	181,286.00	.00
0-1312-431-00-121-860-0-733	CHAPA #2-DRAINAGE DITCHES	.00	68,400.00	.00	.00	68,400.00	.00
0-1312-431-00-121-860-0-899	CHAPA #2-CONTINGENCY	.00	53,249.39	.00	.00	53,249.39	.00
860		.00	318,021.05	13,117.66	.00	304,903.39	4.12
895							
0-1312-431-00-121-895-0-312	MARY ANN-INDIRECT COST	.00	1,468.73	.00	.00	1,468.73	.00
0-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	3,978.39	3,978.39	.00	.00	100.00
0-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	5,827.62	5,827.62	.00	.00	100.00
0-1312-431-00-121-895-0-731	MARY ANN-ROADS	.00	152,036.00	.00	.00	152,036.00	.00

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<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
895							
0-1312-431-00-121-895-0-733	MARY ANN-DRAINAGE DITCHES	.00	34,588.00	.00	.00	34,588.00	.00
0-1312-431-00-121-895-0-899	MARY ANN-CONTINGENCY	.00	33,552.87	.00	.00	33,552.87	.00
895		.00	231,451.61	9,806.01	.00	221,645.60	4.24
896							
0-1312-431-00-121-896-0-312	MCKEE #1-INDIRECT COST	.00	2,328.75	.00	.00	2,328.75	.00
0-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	1,227.24	993.32	233.92	.00	100.00
0-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	2,726.49	2,726.49	.00	.00	100.00
0-1312-431-00-121-896-0-731	MCKEE #1-ROADS	.00	53,328.00	.00	.00	53,328.00	.00
0-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	36,100.00	.00	.00	36,100.00	.00
0-1312-431-00-121-896-0-899	MCKEE #1-CONTINGENCY	.00	17,008.05	.00	.00	17,008.05	.00
896		.00	112,718.53	3,719.81	233.92	108,764.80	3.51
932							
0-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	.00	12,722.55	.00	.00	12,722.55	.00
932		.00	12,722.55	.00	.00	12,722.55	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		.00	3,339,363.90	162,155.63	74,756.93	3,102,451.34	7.09
0 YEAR 0		.00	3,339,363.90	162,155.63	74,756.93	3,102,451.34	7.09

AI-20120

23.I.1.

**Approval of Supplemental Agreements/Engineering Service Contracts for
BCAP Projects Pct 2
CC REGULAR**

Date: 03/02/2010

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: CAP Pct.2

Information

CAPTION

Pursuant to the provisions of various engineering services contracts, requesting approval of Supplemental Agreements with the following firms:

A. Supplemental Agreement # 1-extending contract #C-CAP-08-029A-10-28-effective 10-28-08 between Hidalgo County and R. Gutierrez Engineering through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

B. Supplemental Agreement # 2-extending contract #C-CAP-08-029B-11-12-effective date 11-12-08 between Hidalgo County and DOS Logistics, Inc. through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

C. Supplemental Agreement # 1-extending contract #C-CAP-08-029C-11-25-effective 11-25-08 between Hidalgo County and Izaguirre Engineering Group, LLC through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

D. Supplemental Agreement # 1-extending contract #C-CAP-09-338-08-25 between Hidalgo County and SAMES Inc. effective August 25, 2009 through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10

ACCT. #: 0-1312-431-00-122-XXX-X-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

*please see attached expenditure summary.

Attachments

Link: [r gtx pct 2 ext end rnd 3](#)

Link: [08.29b dos end rnd 3 ext pct2](#)

Link: [08.029c iza end rnd 3 pct2](#)

Link: [09.338 sames end rnd 3 pct2](#)

Link: [exp summ](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 03:48 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:19 PM	APRV
3	Roland Garcia	Rolando Garcia	02/26/2010 08:54 AM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Yvette Islas

Started On: 02/24/2010 05:22 PM

Final Approval Date: 02/26/2010

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-029A-10-28
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and R. GUTIERREZ ENGINEERING Professional Engineers of Pharr, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 28th day of October, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 2 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 21, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
R. Gutierrez Engineering

BY: _____
Ramiro Gutierrez, P.E., President

Address for Giving Notices:
130 East Park Avenue
Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-029B-11-12
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and DOS Logistics, Inc. Professional Engineers of Weslaco, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 12th day of November, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 2 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 16, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
DOS Logistics, Inc.

BY: _____
Eric Ybarra, President

Address for Giving Notices:
212 W 3rd Street
Weslaco, Texas 78596

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-029C-11-25
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Izaguirre Engineering Group, LLC Professional Engineers of McAllen, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 25th day of November, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 2 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 16, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Izaguirre Engineering Group, LLC

BY: _____
Diana Izaguirre, President

Address for Giving Notices:
5522 North 10th Street
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-09-338-08-25
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and SAMES Inc. Professional Engineers of Pharr, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 25th day of August, 2009 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 2 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 21, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
SAMES Inc.

BY: _____
Samuel Maldonado, PE

Address for Giving Notices:
200 South Cage Blvd
Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

Run Date 02/26/10 08:59 AM

Hidalgo County

Page No 1

For 01/01/10 - 01/31/11

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
0-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG & ARCH SRVS	3,729.72	3,729.72	.00	.00	.00	100.00
0-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	6,650.73	6,650.73	.00	.00	.00	100.00
0-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS	20,675.95	20,675.95	.00	.00	.00	100.00
0-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG & ARCH SRVS	8,850.32	8,850.32	.00	.00	.00	100.00
0-1312-431-00-122-596-0-334	RANCHO ESCONDIDO SUBD-ENG & ARCH SRV	41,627.62	.00	.00	.00	41,627.62	.00
0-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS	7,954.27	7,954.27	.00	.00	.00	100.00
0-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES	11,405.13	11,405.13	.00	.00	.00	100.00
0-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	3,884.99	3,884.99	.00	.00	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		149,154.18	63,151.11	.00	.00	86,003.07	42.34
0 YEAR 0		149,154.18	63,151.11	.00	.00	86,003.07	42.34

AI-20121

23.J.1.

**Approval of Supplement Agreements/Engineering Service Contracts/BCAP
Projects Pct 3
CC REGULAR**

Date: 03/02/2010

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: CAP Pct.3

Information

CAPTION

Pursuant to provisions under various professional engineering contracts, requesting approval Supplement Agreement for the following firms:

A. Supplemental Agreement # 1-extending contract #C-CAP-08-030A-10-28-effective 10-28-08 between Hidalgo County and Javier Hinojosa Engineering through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

B. Supplemental Agreement # 1-extending contract #C-CAP-08-030B-11-25-effective 11-25-08 between Hidalgo County and Izaguirre Engineering Group, LLC through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1312-431-00-123-XXX-X-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact; approval for extension only. See attached expenditure report.

Attachments

Link: [08.030a jhino ext rnd 3 pct 3](#)

Link: [08.030b iza ext rnd 3 pct3](#)

Link: [Expenditure Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 03:57 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:20 PM	APRV
3	Perla Lopez	Perla Lopez	02/26/2010 09:13 AM	APRV

4

Auditor's Office

02/26/2010 05:26 PM NEW

Form Started By: Yvette Islas

Started On: 02/24/2010 05:34
PM

Final Approval Date: 02/26/2010

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-030A-10-28
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Javier Hinojosa Engineering, Professional Engineers of McAllen, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 28th day of October, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 3 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 21, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, PE, Owner

Address for Giving Notices:
416 East Dove Avenue
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-030B-11-25
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Izaguirre Engineering Group, LLC Professional Engineers of McAllen, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 25th day of November, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 3 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on May 06, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Izaguirre Engineering Group, LLC

BY: _____
Diana Izaguirre, President

Address for Giving Notices:
5522 North 10th Street
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

Run Date 02/26/10 09:17 AM

Hidalgo County

Page No 1

For 01/01/10 - 01/31/11

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-123-055-0-334	ARIEL HINOJOSA SUBD-ENG&ARCH SRV	3,606.99	3,606.99	.00	.00	.00	100.00
0-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	6,116.73	6,116.73	.00	.00	.00	100.00
0-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	4,136.53	4,136.53	.00	.00	.00	100.00
0-1312-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	13,315.67	13,315.67	.00	.00	.00	100.00
0-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	2,169.57	2,169.57	.00	.00	.00	100.00
0-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & ARCH SRV	4,503.33	4,503.33	.00	.00	.00	100.00
0-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & ARCH SRV	8,846.63	8,846.63	.00	.00	.00	100.00
0-1312-431-00-123-421-0-334	LOMA LINDA HEIGHTS-ENG & ARCH SRV	16,098.81	16,098.81	.00	.00	.00	100.00
0-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	2,689.06	2,689.06	.00	.00	.00	100.00
0-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & ARCH SRV	22,177.54	22,177.54	.00	.00	.00	100.00
0-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG & ARCH SRV	1,521.76	1,521.76	.00	.00	.00	100.00
0-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SRV	3,586.35	3,586.35	.00	.00	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		88,768.97	88,768.97	.00	.00	.00	100.00
0 YEAR 0		88,768.97	88,768.97	.00	.00	.00	100.00

AI-20122

23.K.1.

**Approval Supplemental Agreeemnts/Engineering Services Contracts/BCAP
Projects Pct 4
CC REGULAR**

Date: 03/02/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Pursuant to provisions under various engineering services contracts, requesting approval of Supplemental Agreements with the following firms:

A. Supplemental Agreement # 1-extending contract #C-CAP-08-031A-11-12-effective 11-12-08 between Hidalgo County and Quintanilla, Headley & Associates, Inc. through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding;

B. Supplemental Agreement # 1-extending contract #C-CAP-08-031B-11-12-effective 11-12-08 between Hidalgo County and J. E. Saenz & Associates, Inc. through the completion of all phases of improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1312-431-00-124-XXX-X-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.

Supplemental Agreements to extend termination date.

Attachments

Link: 08.31a qhna end rnd 3 pct4

Link: 08.031b jesaenz end rnd 3 pct4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 04:00 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 08:53 AM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Yvette Islas

Started On: 02/24/2010 05:40
PM

Final Approval Date: 02/26/2010

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-031A-11-12
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Quintanilla, Headley & Associates, Inc. Professional Engineers of Edinburg, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 12th day of November, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 4 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 22, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Quintanilla, Headley & Associates, Inc.

BY: _____
Alfonso Quintanilla, PE, President

Address for Giving Notices:
124 East Stubbs
Edinburg, Texas 78539

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-031B-11-12
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and J. E. SAENZ & ASSOCIATES, INC. Professional Engineers of Edinburg, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 12th day of November, 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 4 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 22, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the time of completion of all phases of improvements (preliminary, design and construction phases) in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding as referenced in Exhibit “B”, Services to be Provided by Engineer.”

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
J. E. Saenz & Associates

BY: _____
Jose E. Saenz, President

Address for Giving Notices:
211 East Wisconsin Road
Edinburg, Texas 78539

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

AI-20138

23.L.1.

HCSO-Amendment-C-09-386-12-22 & C-09-386C-12-22-Medical Supplies & Equipment
CC REGULAR

Date: 03/02/2010

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Sheriff's Office

Information

CAPTION

A. Recommending rescission of Commissioners Court action of 12-22-09 awarding low bid items with approval of contract (as yet unexecuted by either party) to QuadMed, Inc. in connection with project: "Medical Supplies & Equipment" for the Hidalgo County Sheriff's Office inasmuch as QuadMed will not accept partial award of items;

B. Recommending award of items (refused by QuadMed, Inc.) to the two other participating and contracted vendors for the same project:

a) Henry Schein, Inc. d/b/a Henry Schein Matrix Medical-C-09-386-12-22;

b) United Medical Supplies, Incorporated-C-09-386C-12-22;

including approval of "Amendments" to the existing contracts to reflect the additional bid items awarded herein for:"Medicial Supplies & Equipment" for Hidalgo County Sheriff's Office.

BACKGROUND

Amendments

Contract Documents

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-423-21-280-002-0-604/664

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2-26-10

Object code 604 \$208,540.00

Object code 664 \$ 4,298.32

Attachments

Link: [Amendment-Henry Schein Inc](#)

Link: [Contract #C-09-386-12-22-Henry Schein Matrix Med-HCSO](#)

Link: [Amendment-United Medical Supp](#)

Link: [Contract# C-09-386C-12-22-United Medical Supp-HCSO](#)

Link: [Email by QuadMed-Non-Acceptance & Execution of Contract](#)

Link: [Acceptance of Amendment by Henry Schein Matrix Med-C-09-386-12-22](#)

Link: [Acceptance of Amendment by United Medical Supp Inc-C-09-386C-12-22](#)

Link: [12-22-09-CC Minutes](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2010 02:06 PM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 02:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 02:58 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Letty Saenz
Started On: 02/25/2010 04:14 PM

Final Approval Date: 02/26/2010

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
SERVICE CONTRACT
C-09-386-12-22**

This **AMENDMENT** to the **CONTRACT** between **Henry Schein, Inc d/b/a Henry Schein Matrix Medical** (the "Vendor") and **Hidalgo County** (the "County"), effective the **2nd** day of **March, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on December 22, 2010 (the "Contract") in which the Vendor agreed to provide: "**Medical Supplies & Equipment**" for **Hidalgo County Sheriff's Office** (the "Project");

WHEREAS, due to the need to change the current contract with the multi-awarded vendor for the Project to include additional items to Exhibit B-Vendor's Bid & Itemized Tabulation Sheet, inasmuch the awarded vendor for the additional items selected did not accept the bid award, the parties now desire to amend the Contract;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. The following is hereby added to **Exhibit B-Vendor's Bid & Itemized Tabulation**;

SPUFFLE PLASTIC ¼ OZ SQUAT CUPS	\$0.85
SOF-KLING CONFIRMING BANDAGE 3"X4" 1 YD	\$7.45
STERILE EYE PADS, OVAL 2c"X 2c"	\$50.41
KERLIZ 16 OZ	\$0.68

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

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

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**Henry Schein, Incorporated d/b/a
Henry Schein Matrix Medical**

Authorized Signature

Title: _____

Approved as to Form:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Henry Schein, Incorporated, a New York Corporation d/b/a Henry Schein Matrix Medical** (the "Company").

WHEREAS, Company responded to advertised notices for bids for "**Medical Supplies and Equipment**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

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

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

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

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

If to Company: Henry Schein, Incorporated
 d/b/a Henry Schein Matrx Medical
 Attn: Jesse A. Garringer, Vice President
 P. O. Box 3227 / 140 Crouch Commercial Court
 Irmo, SC 29063

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

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

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

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

WITNESS our hands in duplicate originals this 22nd day of December, 2009.

APPROVED AS TO FORM

Atty. & H. H. L. P.
By: [Signature]

COUNTY OF HIDALGO

ATTEST:

By: [Signature]
Rene A. Ramirez, County Judge

[Signature]
Arturo Guajardo, Jr., County Clerk

COMPANY: Henry Schein, Incorporated
d/b/a Henry Schein Matrx Medical

By: [Signature]
Printed Name: Jesse A. Garringer
Title: Vice President

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



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
“MEDICAL SUPPLIES AND EQUIPMENT”
BID NO.: 2009-386-10-07-SGS**

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

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

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009

(Company's Name and Address)

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -"**MEDICAL SUPPLIES AND EQUIPMENT**"
Bid No: 2009-386-10-07-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "MEDICAL SUPPLIES AND EQUIPMENT" BID NO.: 2009-386-10-07-SGS

**BID OPENING DATE:
OCTOBER 07, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-386-10-07-SGS

1. Sealed bids will be received for **HIDALGO COUNTY – “MEDICAL SUPPLIES AND EQUIPMENT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

- d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cíbolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>October 07, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

Bidder(s) must possess a Class "A" License as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations.

Bidder will provide stock bottles (upon request) when ordered.

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

All items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RY	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS.=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX= 10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmary medical supplies	_____ %
Regular business hours are from	_____ a.m. to _____ p.m.

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	~~BRAND-~~ ~~GENERIC-~~
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	~~BRAND-~~ ~~GENERIC-~~
5	ETOH PREP OTC	10 BOXES	~~BRAND-~~ ~~GENERIC-~~
6	ALCOHOL ISOPROPYL 70% OTC		~~BRAND-~~ ~~GENERIC-~~
	SAME		
7	HYDROGEN PEROXIDE OTC		~~BRAND-~~ ~~GENERIC-~~
	SAME H2O2		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs=20 GALS	
9	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	
10	IV CANNULAS <i>OTC</i>	150 CANNULAS	
11	IV START KITS <i>OTC</i>	150 KITS	
12	STERILE H2O <i>OTC</i>	200 BOTTLES	
13	NS FOR IRRIGATION <i>OTC</i>		
14	IV POLES <i>OTC</i>	2	
15	IV TUBING <i>OTC</i>	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$
	☐ CLAIMS MADE OCCUR				MED (Any one person) \$
	☐ OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	☐ GENT AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC				PRODUCTS - COMPROP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				AUTO ONLY EA ACCIDENT \$
	☐ NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AUTO ONLY \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ EXCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: ☐ OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received: _____	
1 Name of person who has a business relationship with local governmental entity. _____		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No		
D. Describe each employment or business relationship with the local government officer named in this section. _____ _____		
4		
Signature of person doing business with the governmental entity _____		Date _____

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

PURCHASING DEPARTMENT

in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539

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 attach 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 ☐ Black American ☐ Native American
☐ 250,000 to 499,999 annual gross receipt ☐ Hispanic American ☐ Women☐ Less than 499,000 annual gross receipt☐ More than 500,000 annual gross receipt

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):** _____

Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for "**MEDICAL SUPPLIES AND EQUIPMENT**".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for "**HIDALGO COUNTY SHERIFF'S OFFICE-MEDICAL SUPPLIES AND EQUIPMENT.**"

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

**HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"**

RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 Of 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS
**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND
EQUIPMENT".**

Printed Proposer Name

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER
TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS.=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOE-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 3/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
VENDOR'S BID
&
Itemized Bid Tabulation for
Henry Schein, Inc. d/b/a
Henry Schein Matrix Medical

**HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS**

AWARDED ITEMS TO HENRY SCHEIN MEDICAL.

DESCRIPTION ITEMS	PRICE
MULTISTIX 10 SG. DIB AND READ TESTS	\$48.45
ALCOHOL ISOPROPYL 70 %	\$ 0.95
LINDANE SHAMPOO 1 %	\$ 124.37
ALCOHOL PREP PADS	\$ 0.92
STERILE H2O	\$0.95
NS FOR IRRIGATION	\$1.02
IV TUBING	\$1.19
N-95 RESPIRATOR MASKS	\$7.11
SOFT PROCEDURE MASKS W/EAR LOOP	\$1.95
ULTRA SOUND GEL	\$0.95
SUTURE SETS	\$144.49
SUTURE REMOVAL KITS	\$22.01
COLOSTOMY DRAINABLE POUCHES SIZE 2 3/4	\$38.85

DIAGNOSTIC PEN LIGHTS	\$4.79
COTTON TIP APPLICATORS 6" NON-STERILE	\$2.55
SYRINGES WITH NEEDLES 5 cc GUAGE 1"	\$12.51
SCAPLE STERILE STAINLESS	\$3.79
TONQUE BLADE DEPRESSORS	\$28.61
TELA PADS 3"X4" ADHESIVE	\$5.69
BAND AIDS 1"X3"	\$1.01
BUTTERFLY STRIPS LARGE 2 3/4 X 1/2"	\$1.42
ALCOHOL PREPS WEBCOL	\$0.92
KY JELLY OR EQUAL	\$0.80
SPHYGMOMANOMETERS ANERIOD LARGE RESISTANCE KING	\$7.07
TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	\$142.01
IRRIGATION EYE SOLUTION	\$1.25
EXPANDOVER ELASTIC MEDICAL TAPE 1"X 5YDS	\$25.08
QUICK ICE INSTANT COLD	\$5.91

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

Brand Name	
0 % above AWP	\$ ~~1~~ —
100 % below AWP	\$ 1,020.74
Generic Brand	
0 % above AWP	\$ —
100 % below AWP	\$ —
Regular business hours are from	8 a.m. to 6 p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmity medical supplies	10.5 %
Regular business hours are from	8 a.m. to 6 p.m.

*Henry Sehin
Majumdar*

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS RX	100 TESTS/BTL = 5 BOTTLES	48.55
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	90.31
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	1.55
4	KERLIZ OTC	50 ROLLS	.68
5	ETOH PREP OTC	10 BOXES	No BID
6	ALCOHOL ISOPROPYL 70% OTC		.95
7	HYDROGEN PEROXIDE OTC		.57
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS.=20 GALS	124.37
9	ALCOHOL PREP PADS OTC	50 BOXES	.92
10	IV CANNULAS OTC	150 CANNULAS	1.25
11	IV START KITS OTC	150 KITS	.89
12	STERILE H2O OTC	200 BOTTLES	.95
13	NS FOR IRRIGATION OTC		1.02
14	IV POLES OTC	2	34.85
15	IV TUBING OTC	150 SETS	1.19
16	SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	.85
17	STAPLE REMOVER KITS	25 KITS	3.70
18	STERILE COTTON APPLICATOR SWABS	10 CASES	16.61
19	N-95 RESPIRATOR MASKS	75 BOXES	7.11
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		1.95
21	WELCH PROBE COVERS	150 BOXES	7.87
22	ULTRA SOUND GEL	10 TUBES	.95
23	SYRINGES WITH NEEDLES	100 BOXES	6.65
24	LIFESCAN UNISTIX	250 BOXES	14.49
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	.53
26	SUTURE SETS	10 BOXES	144.49
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	22.01
28	SUTURES	10 BOXES	54.83

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	38.85
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	42.65
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	4.79
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	2.55
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	7.45
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	4.57
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	50.41
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	12.51
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	3.79
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	2.13
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	28.61
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	5.69
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	1.01
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	4.55
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX = 5 BOXES	1.42
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	.92
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	1.80
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		7.07
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	142.01
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	1.25
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	36.73
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	25.08
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	5.91

OPENED

10:05am
10-27-09

Witnessed

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: Henry Schein Matrix Medical
ADDRESS: PO Box 3227
CITY/STATE/ZIP CODE: LRMO, SC 29063
PHONE & FAX NO.'S: PH# 800 845 3550 FX 800 533-4793
CELL PHONE: 803 622 7771
AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME: JESSE A. GARRINGER
TITLE: VICE PRESIDENT
EMAIL ADDRESS: JESSE.GARRINGER@HENRYSCHEIN.COM

(Must be submitted with Bid Packet)

EXHIBIT “C”
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2009**PRODUCER**
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA**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.**

PHONE: (866) 283-7122

FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Insurance Corporation

42404

INSURER B: Liberty Mutual Fire Ins Co

23035

INSURER C: Liberty Mutual Insurance Co.

23043

INSURER D: Noetic Specialty Insurance Co

17400

INSURER E:

INSURED
Henry Schein, Inc.
Dbas: Henry Schein Matrix Medical
135 Duryea Road
Melville NY 11747 USA

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE: ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC	FB2621093363039	08/30/2009	08/30/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	Excluded
C		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS	AS2-621-093363-049	08/30/2009	08/30/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WA762D093363019	08/30/2009	08/30/2010	☒ WC STATUTORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
D		OTHER Products Liab	N09NY380017	08/30/2009	08/30/2010	Aggregate	\$1,000,000
						Per Occurrence	\$1,000,000

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

County of Hidalgo is named as additional insured on the above policies with respect to bid# 2009-10-07-SGS.

CERTIFICATE HOLDER**CANCELLATION**Hidalgo County
2812 S. Highway Bus. 281
Edinburg TX 78539 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

ACORD 25 (2009/01)

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Certificate No : 570037086831

AI-19020

42.Z.0.

**HCSO-Multiple Award-Medical Supplies And Equipment
CC REGULAR****Date:** 12/22/2009**Submitted By:** Sandy Suarez, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Sheriff's Office**Information****CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-423-21-280-002-0-604**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Sheriff's Office- Funding for these items is a follow:

9-1100-423-21-280-002-0-664 \$626.99 As of 12/16/09

FISCAL YEAR: 2009**ACCT. #:** 9-1100-423-21-280-002-0-664**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Sheriff's Office-Funding for these items is as followed:

9-1100-423-21-280-002-0-664 \$36,912.36 As of 12/16/09

AttachmentsLink: [Recommendation, tabulation, participation](#)Link: [Contract Document-Henry Schein Inc dba Henry Schein Matrix](#)Link: [Email-apprvd as to form-Henry Schein Inc](#)Link: [Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy](#)Link: [Email-apprvd as to form-San Juan Pharmacy](#)Link: [Contract Document-QuadMed Inc](#)Link: [Email-apprvd by legal counsel-QuadMed Inc](#)Link: [Contract Document-United Medical Supplies Inc](#)Link: [Email-apprvd by legal counsel-United Medical Supplies Inc](#)

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
SERVICE CONTRACT
C-09-386C-12-22**

This **AMENDMENT** to the **CONTRACT** between **United Medical Supplies, Incorporated** (the "Vendor") and **Hidalgo County** (the "County"), effective the 2ND day of **March, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on December 22, 2010 (the "Contract") in which the Vendor agreed to provide: "**Medical Supplies & Equipment**" for **Hidalgo County Sheriff's Office** (the "Project");

WHEREAS, due to the need to change the current contract with the multi-awarded vendor for the Project to include additional items to Exhibit B-Vendor's Bid & Itemized Tabulation Sheet, inasmuch the awarded vendor for the additional items selected did not accept the bid award, the parties now desire to amend the Contract;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. The following is hereby added to **Exhibit B-Vendor's Bid & Itemized Tabulation**;

IV CANNULAS	\$0.477
BUTTERFLY STRIPS MED. 13/4 "X 3/8"	\$1.776

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

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

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

United Medical Supplies, Incorporated

Authorized Signature

Title: _____

Approved as to Form:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386C-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **United Medical Supplies, Incorporated a, New Jersey Corporation** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Medical Supplies and Equipment"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

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

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

If to Company: United Medical Supplies, Incorporated
 Attn: Dagmara Galik, Sales Manager
 25 Craig Place
 North Plainfield, NJ 07060

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

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

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

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

WITNESS our hands in duplicate originals this 22nd day of December, 2009.

APPROVED AS TO FORM

Atty & Hill, LLP
By: SH

COUNTY OF HIDALGO

ATTEST:

By: R.A.M.
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

COMPANY:

United Medical Supplies, Incorporated

By: Dagmara Galik
Printed Name: Dagmara Galik
Title: Sales Manager

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



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS**

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

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

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids - "MEDICAL SUPPLIES AND EQUIPMENT"
Bid No: 2009-386-10-07-SGS

Dear Respondents:

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

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

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

Sincerely,

A handwritten signature in black ink, reading "Martha L. Salazar".

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "MEDICAL SUPPLIES AND EQUIPMENT" BID NO.: 2009-386-10-07-SGS

**BID OPENING DATE:
OCTOBER 07, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-386-10-07-SGS

1. Sealed bids will be received for **HIDALGO COUNTY – “MEDICAL SUPPLIES AND EQUIPMENT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

- d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>October 07, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

Bidder(s) must possess a Class "A" License as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations.

Bidder will provide stock bottles (upon request) when ordered.

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

All items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

TERMS & CONDITION:

- I. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, OCTOBER 02, 2009 by 5:00 P.M.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
***BID NO: 2009-386-10-07-SGS**

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RY	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC		BRAND- GENERIC-
	SAME		
7	HYDROGEN PEROXIDE OTC		BRAND- GENERIC-
	SAME H2O2		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS--20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X18"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/RTI. = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmity medical supplies	_____ %
Regular business hours are from	_____ a.m. to _____ p.m.

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RX	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
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7	HYDROGEN PEROXIDE OTC		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS=20 GALS	
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10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
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EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 1/2"	10 BOXES	
30	STOMACHESIVE FLEXIBLE WAFERS SIZE - 2 1/2"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOFT-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X10"YDS X1" W	12/BOX=10 BOXES	
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37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
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41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
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43	BUTTERFLY STRIPS LARGE 2 1/4" X 1 1/2"	100/BOX= 5 BOXES	
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45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Pocket)

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:		
COVERAGES				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INBR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
A	GENERAL LIABILITY			
	☐ COMMERCIAL GENERAL LIABILITY			
	☐ CLAIMS MADE - OCCUR			
	☐ OWNERS & CONDOMINIUM OWNERS PROTECTIVE LIABILITY			
B	AUTOMOBILE LIABILITY			
	☐ ANY AUTO			
	☐ ALL OWNED AUTOS			
	☐ NONOWNED AUTOS			
C	EXCESS LIABILITY			
	☐ OCCUR ☐ CLAIMS MADE			
	☐ IN EXCESS OF			
	☐ RETENTION \$			
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	☐ WORKERS COMPENSATION			
	☐ 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.				
CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		ADDITIONAL INSURED; INSURER LETTER: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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	
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. 		
Signature of person doing business with the governmental entity Date		

Adopted 09-29-2007

(Copy of receipt and this form must be submitted with bid)

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us**

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one):	☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify _____
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____	Date: _____ Other: _____
Type of Business (check one):	☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>	
Small Business:	Disadvantaged Business (At Least 51% Ownership)
☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt	☐ Black American ☐ Native American ☐ Hispanic American ☐ Women ☐ Asian Pacific American ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: Yes No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**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-9.

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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 9832	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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein, and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: **ADDENDUM NO.1**

RFB No: **2009-386-10-07-SGS**
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for "**MEDICAL SUPPLIES AND EQUIPMENT**".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for "**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

**HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS**

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 of 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS
**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND
EQUIPMENT".**

Printed Proposer Name

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER
TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS RX	100 TESTS/BTL. = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOE-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE SCC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(10)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
VENDOR'S BID
&
Itemized Bid Tabulation for
United Medical Supplies, Incorporated

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

AWARDED ITEMS TO UNITED MEDICAL SUPPLIES

DESCRIPTION ITEMS	PRICE
IV START KITS	\$0.695
IV POLES	\$18.56
STAPLE REMOVER KITS	\$ 1.106
LIFESCAN UNISTIX	\$ 12.66
SUTURES	\$ 616.93
STOMAHESIVE FLEXIBLE WAFERS SIZE 2 3/4	\$4.199

Amulet

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. D/B AND READ TESTS RX	100 TESTS/BTL - 5 BOTTLES	NO BID
2	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	NO BID
3	TOE NAIL CLIPPERS SMALL. PATTERSON MEDICAL #556284	0 ITEMS	6.786/ea
4	KERLIZ OTC KENDALL #KND 3324	50 ROLLS	2.106/ea
5	ETOH PREP OTC	10 BOXES	NO BID
6	ALCOHOL ISOPROPYL 70% OTC MEDLINE #MDS 098003 Z		1.836/ea
7	HYDROGEN PEROXIDE OTC		NO BID
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs - 20 GALS	NO BID
9	ALCOHOL PREP PADS OTC TRIAD #103101 200ea/bx	50 BOXES	2.256/box 200ea
10	IV CANNULAS OTC DYNAREX #5205	150 CANNULAS	0.477/ea
11	IV START KITS OTC MEDLINE #DYND 74083	150 KITS	0.695/ea
12	STERILE H2O OTC B BRAUN #R-5001-01	200 BOTTLES	1.957/ea
13	NS FOR IRRIGATION OTC		NO BID
14	IV POLES OTC INVACARE #15610170	2	18.56/ea
15	IV TUBING OTC	150 SETS	NO BID
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CLIPS OTC 1000ea/bx	1M/BOX = 10 BOXES	10.296/box
17	STAPLE REMOVER KITS DYNAREX #4522	25 KITS	1.106/ea
18	STERILE COTTON APPLICATOR SWABS MEDLINE 2000ea/cs #NDB 202010	10 CASES	26.65/cs
19	N-95 RESPIRATOR MASKS DYNAREX #2295 20ea/bx	75 BOXES	12.46/bx
20	SOFT PROCEDURE MASKS WITH EAR LOOPS DYNAREX #2201		0.05/ea
21	WELCH PROBE COVERS WELCH-ALLEN #WA 05031-10 250ea/bx	150 BOXES	14.89/bx
22	ULTRA SOUND GEL CHESTER LABS #001205	10 TUBES	1.903/ea
23	SYRINGES WITH NEEDLES	100 BOXES	NO BID
24	LIFESCAN UNISTIX LIFESCAN ONE TOUCH #20393	250 BOXES	12.66/bx
25	ELECTRODES FOR WELCH/ALLEYN EKG WELCH-ALLEYN #6200-09	100 SETS	4.00/ea
26	SUTURE SETS MEDICAL ACTION #56605 50ea/bx	10 BOXES	65.47/bx 50ea/bx
27	SUTURE REMOVAL KITS DYNAREX #4521	50 KITS/CASE = 10 CASES	28.41/cs
28	SUTURES NYLON 12ea/bx ALCON LABS #5065198501	10 BOXES	616.93/bx

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

COPY

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4" ^{HOLLISTER #18174} 10 ea/box	10 BOXES	31.564/bx ^{10e}
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4" ^{CONVA TEC #50 401 432} 1ea/ea	10 BOXES	4.199/ea
31	DIAGNOSTIC PEN LIGHTS ^{ABC #61pk} 351	6/PKG = 4 PKGS	7.826/pk
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped) ^{DYNAREX #4302} 10M/CS	1M/CASE = 1 CASE	38.129/cs 10M/CS
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" 11 YDS ^{AMD #306} 30ea/cs	96/CASE=30 ROLLS	32.89/cs 30ea/cs
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W ^{DYNAREX} #3562	12/BOX=10 BOXES	9.188/bx
35	STERILE EYE PADS, OVAL, 2c" X 2c" ^{DYNAREX #3360}	50/12 CTNS / CASE = 2 CASE	57.187/cs
36	SYRINGES WITH NEEDLE 5CC GAUGE 1" ^{MEDLINE #NPM7D 05L 2125} (21GA)	100/BOX = 60 BOXES	22.032/bx
37	SCALPEL STERILE STAINLESS ^{DYNAREX #4110}	10/BOX = 20 BOXES	5.356/bx
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	NO BID
39	TONGUE BLADE DEPRESSORS ^{DYNAREX #4312} #15	50W10 BOXES/CASE=1 CASE	38.129/bse
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	NO BID
41	BAND-AIDS 1" X 3" ^{DYNAREX #3602} (SHEER)	100/BOX = 15 BOXES	1.651/bx
42	BUTTERFLY STRIPS MED. 1 1/2" X 3/8" ^{DYNAREX #3615}	100/BOX = 5BOXES	1.776/bx
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2" ^{DYNAREX #3616}	100/BOX = 5 BOXES	2.411/bx
44	ALCOHOL PREPS WEBCOI. ^{KENDALL #6818}	200/BOX = 15 BOXES	2.271/bx
45	K-Y JELLY OR EQUAL ^{4oz/tube}	3 OZ/TUBES = 10 TUBES	1.174/tube
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		NO BID
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	NO BID
48	IRRIGATIVE EYE SOLUTION ^{HEDLINE #HQ19818}	4 OZ/BTL = 10 BOTTLES	2.941/ea ^{6#1}
49	SELF-ADHERENT BANDAGE 1" X 5 YDS. ^{INVACARE #1562089675} 72 ea/bx	24/BOX = 20 BOXES	34.125/bx 72ea/bx
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS. ^{DYNAREX #3667} 144 ea/cs	48/CASE = 1 CASE	156.60/cs 144ea/cs
51	QUICK ICE INSTANT COLD (SMALL) ^{DYNAREX #41511}	24/CASE = 12 CASES	9.724/cs

OPENED

10:01 AM
10-07-09

Witnessed

[Signature]
2009-386-10-07-SGS

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICED
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	N/A
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmity medical supplies	N/A _____%
Regular business hours are from	_____ a.m. to _____ p.m.

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: UNITED MEDICAL SUPPLIES, Inc.
ADDRESS: 25 CRAIG PLACE
CITY/STATE/ZIP CODE: NORTH PLAINFIELD, NJ 07060
PHONE & FAX NO.'S: 908-757-0075 ; 908-757-0079
CELL PHONE: _____
AUTHORIZED SIGNATURE: Dagmara Galik
PRINTED NAME: DAGMARA GALIK
TITLE: SALES MANAGER
EMAIL ADDRESS: info@unitedmedsupplies.com

(Must be submitted with Bid Packet)

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID: 25
UNIT: 4DATE (MM/DD/YYYY)
12/14/09**PRODUCER**

VILLAGE GREEN INSURANCE AGENCY
45 C PROSPECT ST
MIDLAND PARK NJ 07432
Phone: 201-445-2170 Fax: 201-445-9623

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

INSURED

United Medical Supplies Inc.
25 Craig Place
North Plainfield NJ 07060

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CNA INSURANCE COMPANY

342

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSURED TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-ECT ☐ LOC	B4017620175	07/25/09	07/25/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	2648339	07/25/09	07/25/10	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	B4017620175	09/02/09	09/02/10	☒ WC STATE TORY LIMITS ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as additional insured.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



© ACORD CORPORATION 1999

AI-19020**42.Z.0.****HCSO-Multiple Award-Medical Supplies And Equipment
CC REGULAR**

Date: 12/22/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information**CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-
RFB:2009-386-10-07-SGS

BACKGROUND

1. New contract to commence on December 22, 2009.
 2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
 3. Contract Document was reviewed and approved by legal counsel as to form.
-

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Sheriff's Office- Funding for these items is a follow:
9-1100-423-21-280-002-0-664 \$626.99 As of 12/16/09

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Sheriff's Office-Funding for these items is as followed:
9-1100-423-21-280-002-0-664 \$36,912.36 As of 12/16/09

Attachments

Link: [Recommendation, tabulation, participation](#)
Link: [Contract Document-Henry Schein Inc dba Henry Schein Matrix](#)
Link: [Email-apprvd as to form-Henry Schein Inc](#)
Link: [Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy](#)
Link: [Email-apprvd as to form-San Juan Pharmacy](#)
Link: [Contract Document-QuadMed Inc](#)
Link: [Email-apprvd by legal counsel-QuadMed Inc](#)
Link: [Contract Document-United Medical Supplies Inc](#)
Link: [Email-apprvd by legal counsel-United Medical Supplies Inc](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Sandy Suarez	12/15/2009 09:53 AM	CREATED
1	Purchasing Department			PEND
2	Budget & Management			
3	Auditor's Office			
Form Started By: Sandy Suarez		Started On: 12/15/2009 09:53 AM		

Leticia Saenz

From: Aaron Pratt [Aaron@quadmed.com]
Sent: Thursday, January 14, 2010 10:22 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Contract C-09-386B-12-22

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

I have received the contract for the Medical Supplies & Equipment bid. At this time, we are choosing not to execute this contract. Please let me know what information you need to cancel. Thank you.

Mr. Aaron L. Pratt

Bids/Purchasing Manager

QuadMed, Inc.

Phone 800.933.7334

Fax 904.880.2303

www.quadmed.com

02/11/10 12:06 FAX 956 318 2629

HIDALGO CO. PURCHASING

001



PURCHASING DEPARTMENT
County Of Hidalgo

FEB 12 2010

Jesse A. Garringer, Vice President

Henry Schein, Incorporatedd/b/a **Henry Schein Matrix Medical**

P. O. Box 3227 / 140 Crouch Commercial Court

Irmo, SC 29063

via email: jesse.garringer@henryschein.com

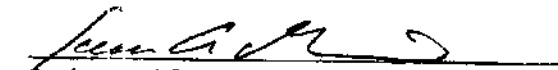
via facsimile: (800) 533-4793

Re: **Contract No. C-09-386-12-22-"Medical Supplies & Equipment" for Hidalgo County Sheriff's Office**

Dear Mr. Garringer:

Pursuant to the multi-awarded contract for the referenced project and **Contract #C-09-386-12-22-"Medical Supplies & Equipment"** for the **Hidalgo County Sheriff's Office (approved by CC on 12/22/09)**, we hereby request your acknowledgment and acceptance of an amendment to your contract to include **"additional items"** (attached hereto in bid tabulation form with your bid price submitted), inasmuch the awarded vendor for these items has decided not to accept the award.

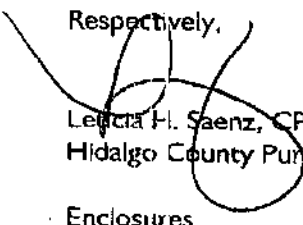
Please acknowledge receipt and acceptance to proceed with the amendment to your contract by signing below and returning via email to leticia.saenz@co.hidalgo.tx.us or facsimile (956) 318-2629.


Authorized Signature of Acknowledgment

2-10-2010
Date

Thank you for your prompt attention and cooperation to this matter. Should you have any questions or require further information, please do not hesitate to contact me at (956) 292-7000 ext. 4861.

Respectively,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

Enclosures

xc: file

02/11/10 12:07 FAX 956 318 2629

HIDALGO CO. PURCHASING

002

ADDITIONAL ITEMS AWARDED TO HENRY SCHEIN

*	SPUFFLE PLASTIC 1/4 OZ SQUAT CUPS	\$0.85
*	SOF-KLING CONFIRMING BANDAGE 3"X4" 1 YD	\$7.45
*	STERILE EYE PADS, OVAL 2c"X 2c"	\$50.41
*	KERLIZ 16 OZ	\$0.68



PURCHASING DEPARTMENT
County Of Hidalgo

Dagmara Galik, Sales Manager
c/o Kasha Szubert
United Medical Supplies, Incorporated
25 Craig Place
North Plainfield, NJ 07060

via email: kszubert@unitedmedsupplies.com
via facsimile: (908)757-0079

Re: **Contract No. C-09-386C-12-22-"Medical Supplies & Equipment"** for Hidalgo County Sheriff's Office

Dear Ms. Galik:

Pursuant to the multi-awarded contract for the referenced project and **Contract #C-09-386C-12-22-"Medical Supplies & Equipment"** for the **Hidalgo County Sheriff's Office** (approved by CC on 12/22/09), we hereby request your acknowledgment and acceptance of an amendment to your contract to include "**additional items**" (attached hereto in bid tabulation form with your bid price submitted), inasmuch the awarded vendor for these items has decided not to accept the award.

Please acknowledge receipt and acceptance to proceed with the amendment to your contract by signing below and returning via email to leticia.saenz@co.hidalgo.tx.us or facsimile (956) 318-2629.

Authorized Signature of Acknowledgment

Date

Thank you for your prompt attention and cooperation to this matter. Should you have any questions or require further information, please do not hesitate to contact me at (956) 292-7000 ext. 4861.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

Enclosures

xc: file

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDITIONAL ITEMS AWARDED TO UNITED MEDICAL

* IV CANNULAS	\$0.477
* BUTTERFLY STRIPS MED. 1 3/4 "X 3/8"	\$1.776

To: 956-318-2629

FROM: UNITED MEDICAL SUPPLIES /
DAGMARA GALIK

ATTN: LETICIA H. SAENZ

pages: 3 (with cover)

AI-19020

20.E.1.

**HCSO-Multiple Award-Medical Supplies And Equipment
CC REGULAR****Date:** 12/22/2009**Submitted By:** Sandy Suarez, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Sheriff's Office

Information**CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS.

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-423-21-280-002-0-664**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Available balance as of 12/18/09 \$626.99.

FISCAL YEAR: 2009**ACCT. #:** 9-1100-423-21-280-002-0-604**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Available balance as of 12/18/09 \$36,912.36.

AttachmentsLink: [Recommendation, tabulation, participation](#)Link: [Contract Document-Henry Schein Inc dba Henry Schein Matrix](#)Link: [Email-apprvd as to form-Henry Schein Inc](#)Link: [Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy](#)Link: [Email-apprvd as to form-San Juan Pharmacy](#)Link: [Contract Document-QuadMed Inc](#)Link: [Email-apprvd by legal counsel-QuadMed Inc](#)Link: [Contract Document-United Medical Supplies Inc](#)Link: [Email-apprvd by legal counsel-United Medical Supplies Inc](#)

Form Routing/Status

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Sandy Suarez	12/15/2009 09:53 AM	CREATED
1	Purchasing Department			PEND
2	Budget & Management			
3	Auditor's Office			
Form Started By: Sandy Suarez		Started On: 12/15/2009 09:53 AM		

AI-20085

23.M.1.

Advertise for Legend and Non-Legend Pharmaceuticals and/or Medical Supplies/Accessories

CC REGULAR

Date: 03/02/2010

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Juvenile Probation

Information

CAPTION

Requesting authority to advertise a sealed procurement project for: Legend and Non-legend Pharmaceuticals and/or Medical Supplies for the Juvenile Probation Department with specifications to follow the basic format as those for both Hidalgo County Sheriff and Adult Probation (i.e. discount off of Average Wholesale Price) with final approval of packet to be made by Israel "Buddy" Silva, Executive Department Director. (BID NO 2010-093-00-00-MEG)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1295-423-00-330-028-0-604

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/26/10 is \$40,000.00.

FISCAL YEAR: 2010

ACCT. #: 0-1100-423-32-330-001-0-604

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/26/10 is \$16,823.21.

FISCAL YEAR: 2010

ACCT. #: 0-1100-423-60-330-002-0-604

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/26/10 is \$48,212.90.

Attachments

Link: [Legal Notice](#)

Link: [Requirements/Specificalitons](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/25/2010 02:23 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:12 PM	APRV
3	Perla Lopez	Perla Lopez	02/26/2010 09:51 AM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Marty Salazar

Started On: 02/23/2010 04:10 PM

Final Approval Date: 02/26/2010

REQUEST FOR BIDS

HIDALGO COUNTY JUVENILE JUSTICE CENTER

“LEGEND and NON-LEGEND PHARMACEUTICAL”

BID NO.: 2010-093-00-00-MEG

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for HIDALGO COUNTY JUVENILE JUSTICE CENTER – “LEGEND & NON-LEGEND PHARMACEUTICALS” 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-2010-093-00-00-MEG HIDALGO COUNTY JUVENILE JUSTICE CENTER - “LEGEND & NON-LEGEND PHARMACEUTICALS”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., MONTH, DATE, 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 BID-2010-093-00-00-MEG HIDALGO COUNTY JUVENILE JUSTICE CENTER - “LEGEND & NON-LEGEND PHARMACEUTICALS”** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**

- . 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 JUVENILE JUSTICE CENTER - "LEGEND & NON-LEGEND PHARMACEUTICALS"** 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 JUVENILE JUSTICE CENTER
 1001 N Doolittle Road
 Po Box 267
 Edinburg, TX 78542
 (956) 587-6200
 ATTN.: Israel (Buddy) Silva Jr. Chief Probation Officer
 Judge Mario E. Ramirez Jr.

17. Schedule of Events

Bid Opening, 9:30 AM	<u>MONTH, DATE , 2010</u>
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.

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 JUVENILE JUSTICE CENTER
“LEGEND & NON-LEGEND PHARMACEUTICALS”
BID NO.: -2010-093-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Must be submitted with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICAL"
BID NO: 2010-093-00-00-MEG

SCOPE OF SERVICES:

Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) is requesting to obtain Legend & Non-Legend Pharmaceuticals on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp). Hidalgo County Juvenile Justice Center will be picking up all medication(s) unless otherwise instructed. If and when necessary delivery to will be approximately for two (2) locations.

LOCATIONS:

- Delivery address: 1001 N. Doolittle Road (Detention Center)
Edinburg, Texas 78542
- Delivery address: 1711 N. Bridge
- Weslaco, Texas 78596

Bidder(s) will supply the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) prescription drugs for juveniles through out the contract period.

Legend items (prescribed) will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.

Non-legend items (non-prescribed) bid information will be furnished to Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on an **"AS NEEDED BASIS"** only.

The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases by Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on non-legend (non-prescription) drugs.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) for the bid price.

Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) has attached the most current medications utilized by the department but not limited to.

Hidalgo County Juvenile Justice Center has the right to add or delete any items on the bid.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

ITEM 1: Legend items (prescribed)

- A.** All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP

2. **"Generic Brand"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP

- B.** Regular business hours are from _____ a.m. to _____ p.m.

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICAL"
BID NO: 2010-093-00-00-MEG

Note: all legend items will be ordered and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be ready to pick up within a six to eight hour time frame.

- C. The Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.
- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
 - Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
 - Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).
- D. The Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) **requires generic** substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: Non-legend items (non-prescribed)

Bidder(s) will supply the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) of non-prescription drugs for the contract period. Non-prescribed items will be ordered approximately every month on a one-time per month basis. The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases by Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on non-legend (non-prescription) drugs.

- A. Blanket discount for non-prescription drugs. _____ %
- B. Regular business hours are from _____ a.m. to _____ p.m.

Note: all non-legend items will be ordered and picked up during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be ready to be picked up with a six to eight hour time frame.

REQUIREMENTS:

1. Bidder(s) must possess a Class "A" License as defined in Section 5 of the Texas Pharmacy Act, under the Texas Pharmacy Act and related regulations.
2. Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) has attached the most current medications utilized by the department but not limited to.
3. Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) reserves the right to add or delete more items to the contract
4. Bidder must be located in the Edinburg, Texas area only.
5. Bidder must have at 24 hours Pharmacist Services assistance.
6. Bidder will provide stock bottles (upon request) when ordered.

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICAL"
BID NO: 2010-093-00-00-MEG

7. All legend(prescribed) items will be ordered and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be ready to be picked up **within a six to eight hour time frame.**
8. The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
9. The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.
 - Name:
 - Business and Cell Phone Numbers:
10. The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the attending Nurse for the Department's Records.

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Vendor must provide and maintain proof of Automobile, General and Worker=s Compensation Insurance=s (Refer to Exhibit AC@, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2010-087-00-00-MEG

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

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

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, month, date, 2010 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, month, date, 2010 by 5:00 P.M.

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2010-087-00-00-MEG

ITEM 1: Legend items (prescribed)

- A.** All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).
- 1. "Brand Name"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP
- 2. "Generic Brand"** Percentage above or below AWP:
_____ % above AWP OR _____ % below AWP
- B.** Regular business hours are from _____ a.m. to _____ p.m.
-

ITEM 2: Non-legend items (non-prescribed)

Bidder(s) will supply the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) of non-prescription drugs for the contract period. Non-legend items (non-prescribed) will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases by Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on non-legend (non-prescription) drugs.

- A.** Blanket discount for non-prescription drugs. _____ %
- B.** Regular business hours are from _____ a.m. to _____ p.m.

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2010-087-00-00-MEG

MEDICATION USED FROM THE DEPARTMENT

	NAME OF DRUG	MG
1	ABILIFY	5 MG
2	CEFDRNIR	300MG
3	CONCERTA	18 MG
4	CONCERTA	36 MG
5	DIVALPROEX SOD	500 MG
6	VYVANSE	50 MG
7	FLUOXETINE	20MG
8	RISPERIDONE	1 MG
9	TRAZODONE	50 MG
10	TRAZODONE	100 MG
11	SERROQUEL	100 MG
12	LEXAPRO	5 MG
13	LEXAPRO	10 MG
14	LEXAPRO	20 MG
15	OXCARBAXEPINE	300 MG
16	OXCARBAXEPINE	150 MG