AI-20536 **6.D.**

Claim of Maria Ortiz

CC REGULAR

Date:	03/30/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Ortiz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:25 PM	APRV
2	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/24/2010 02:21 PM

Final Approval Date: 03/26/2010

AI-20537 **7.D.**

Claim of Maria Ortiz

CC REGULAR

Date:	03/30/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Ortiz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:25 PM	APRV
2	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/24/2010 02:22 PM

Final Approval Date: 03/26/2010

AI-20518 **11.A.**

Sheriff's L.E.O.S.E. (Fund 1220)

CC REGULAR

Date:	03/30/2010
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval to appropriate the 2010 L.E.O.S.E. Allocation from the State Comptroller in the amount of $41,421.37; and, interest earned during 2009 in the amount of $77.39, for a total of $41,498.76.

2. Approval of Certification of Revenues as certified by the County Auditor.

3. Request approval of the attached Budget Amendment.

BACKGROUND

See attached Budget Amendment & Certification of Revenue.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1220-421-00-280-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $41,498.76.
Appropriation into 583 & 584 in the amounts of $25,498.76 & $16,000.00 (respectively).
Appropriation available from LEOSE revenue and interest.

9-1220-335-00-280-000-0-000 Sheriff Leose Revenue.

Attachments

Link: budget amendment

Link: Certification of Revenue

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:19 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/25/2010 01:58 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Rosie Hinojosa Started On: 03/23/2010 03:24 PM

Final Approval Date: 03/26/2010

DATE: March 16, 2010
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's L.E.O.S.E.
ACCOUNT NUMBER: 0-1220-421-00-280-004-0.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
0-1220-421-00-280-004-0-583	OUT OF COUNTY EMPLOYEE TRAVEL
0-1220-421-00-280-004-0-584	REGISTRATION FEES
0-1220-335-00-280-000-0-000	SHERIFF LEOSE REVENUE
	2009 INTEREST EARNED

TOTAL BUDGET INCREASE REQUEST

REASON: TO APPROPRIATE THE SHERIFF'S L.E.O.S.E. ALLOCATION FROM THE
AMOUNT OF $41,421.37; AND, INTEREST EARNED DURING 2009 IN THE AMOUNT
$41,498.76.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

lance with Local Government

AMOUNT
25,498.76
16,000.00
41,421.37
77.39
$41,498.76

STATE COMPTROLLER IN THE
OF $77.39, FOR A TOTAL OF

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 22, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of funds from the Texas Comptroller of Public Accounts. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$41,421.37	Sheriff's LEOSE Annual Allocation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/22/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Customer Detail - FCINQ03A 02/29/08 10:15 am

Receipt No 135973 Old Ref. No.
Date 03-09-2010

Batch No 0 2423
Bank No

Customer
Received From SHERIFF'S DEPT. LEOSE ST.COMPTROLLER

Totals

Cash		Credit
Check	41,421.37	Memo

Mailing Name
Address

Credits

Description	Account Number	Amount	Notation
SHERIFF'S L.E.O.S.E. ANNUAL ALLOCATION	0-1220-335-00-280-000-0-000	41,421.37	121711510

Debits

SHERIFF'S L.E.O.S.E. ANNUAL ALLOCATION	0-1220-101-00-000-000-0-000	41,421.37

AI-20519 **12.B.**

OSSF Orders

CC REGULAR

Date:	03/30/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eduardo Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and Action to adopt the Hidalgo County's OSSF Orders in order to meet EDAPs / TCEQs requirements.

BACKGROUND

Fiscal Impact

Attachments

Link: OSSF Orders

Link: TCEQ Response

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:19 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/25/2010 03:20 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Josie Escalante — Started On: 03/24/2010 08:01 AM

Final Approval Date: 03/26/2010

ORDER ADOPTING RULES OF HIDALGO COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality has established Rules for on-site sewage facilities to provide the citizens of the State with adequate public health protection a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Hidalgo County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities; in the County of Hidalgo, Texas; and

WHEREAS, the commissioners Court of Hidalgo County, Texas finds that the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, The Commissioners Court of Hidalgo County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Hidalgo county, Texas.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Hidalgo County, Texas be adopted entitled “On-Site Sewage Facilities”, which shall read as follows: Hidalgo County, Rules for On-Site Sewage Facilities

SECTION 4. CONFLICTS

This Order repeals and replaces any other On-site Sewage Facility Order for Hidalgo County.

SECTION 5. CHAPTER 366

The County of Hidalgo, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce chapter 366 of the Texas Health and Safety Code (H&SC) and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

(A) The rules shall apply to all the area lying in Hidalgo County, Texas, except for the areas regulated under an existing Rule and the areas within incorporated cities.

(B) These rules shall apply to those incorporated cities or towns that have execute intergovernmental contracts with Hidalgo County, Texas.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Hidalgo County, Texas must comply with the rules adopted in section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 285 and Chapter 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Hidalgo County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapters 30 and 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Rules are attached to these Rules as Appendix I.

SECTION 10. AMENDMENTS

The County of Hidalgo, Texas wishing to adopt more stringent Rules for its On-site Sewage Facility Order understands that the more stringent conflicting local Rule shall take precedence over the corresponding Texas commission on Environmental Quality requirement. Listed below are the more stringent Rules adopted by Hidalgo County, Texas.

10.1 All Texas Water Development Board statues, rules and regulations now or hereafter applicable to an economically distressed area shall apply to permitting associated with on-site sewage facilities.

10.2 A permit shall be required for all on-site sewage facilities located within Hidalgo County's area of jurisdiction regardless of the size of the tract to be served by the facility.

10.3 Prior to the issuance of a permit, and in order to ensure floodplain issues are properly addressed, and applicant for an on-site sewage facility must obtain a determination from the Hidalgo county Floodplain Administrator that the tract to be serviced by the on-site sewage facility is in compliance with the Hidalgo county Flood Damage Prevention Order.

10.4 An applicant is required to insure that all persons and/or entities retained by the applicant to install an on-site sewage facility on the applicant's tract maintains a copy the their current certificate/registration at the job-site while installation of the on-site sewage facility is in progress.

10.5 The County may assess the applicant a re-inspection fee on the on-site sewage facility each time a County re-inspection is required. The re-inspection fee shall be set by the County and t he County may revise this fee from time to time.

10.6 In no case shall the sewer line diameter for the proposed on-site sewage facility be reduced to a size smaller than the sewer stubout for the improvements to be serviced by the on-site sewage facility.

10.7 No personal property, including, but not limited to, picnic tables, play equipment, or BBQ pits shall be placed within the surface application spray area of the on-site sewage facilities installed on the applicant's tract.

10.8 The Installation permit of ($85.00) will be purchased at the beginning of development. The homeowner / developer must present the appropriate OSSF site plans and meet all of the OSSF guidelines as required by Hidalgo County and TCEQ. In addition the homeowner / developer must have been approved and cleared for construction by the Hidalgo County Planning Department prior to site development. In the event of a commercial development, a Fire Marshal inspection / approval must be obtained to assure continuation of the project. The Fire Marshal must be an official representative of the indicated jurisdiction.

The Final Inspection permit of ($60.00) will be purchased when the dwelling / commercial development is completed and the final connections from the dwelling / commercial development to the system is made and confirmed. The final Inspection will also consist of a confirmation that the system installed has met the guidelines in accordance to the final square footage of the structure built.

In the event that the dwelling / commercial development constructed is larger than initially approved by Hidalgo Co. OSSF and Hidalgo Co. Planning Department officials, the homeowner may need to upgrade the OSSF system in order meet Hidalgo County / TCEQ requirements. Final approval of the dwelling / commercial development will not be given until the final inspection is completed.

10.9 Upon final inspection, Hidalgo County OSSF inspectors must visually confirm that the identified dwelling / commercial development is physically connected to

the OSSF system. In addition, the Hidalgo Co. OSSF Inspector must verify that there is no additional dwelling connected to single approved system. This is to assure that Hidalgo County's OSSF and TCEQ's OSSF requirements are met in regards to the "one single family detached dwelling per lot rule."

It will be the homeowner's responsibility to make sure that only one officially approved dwelling will be connected to the OSSF system. Violation of this requirement may lead to an issuance of a citation resulting in fines and additional legal action.

10.10 Hidalgo County OSSF and TCEQ requirements are clear in regards to the "one single family detached dwelling per lot rule" and this includes one electrical service connection per dwelling.

In the event of a pre-existing building or agricultural site requiring an electrical service, an OSSF inspection must be made to assure that there is no additional structure illegally connected the existing OSSF System.

10.11 Regarding multi-family units i.e. duplex, apartments etc, the owner / developer must have met all the Hidalgo County OSSF and TCEQ requirements concerning the OSSF System i.e. tank capacity, length of drain field, and the size of lot to be built on. In addition, the owner / developer must meet all the Hidalgo County Planning Department requirements and Hidalgo County Fire Marshal guidelines.

SECTION 11. DUTIES AND POWERS.

The OSSF Inspector of Hidalgo County, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES

All fees collected for permits and/or inspections shall be made payable to Hidalgo County, Texas.

12.1 Hidalgo County OSSF's fee structure will be based on two required permits:

1st - Installation Permit $85.00
2nd - Final Inspection Permit $ 60.00.

Therefore the total of the OSSF permits will be $145.00

SECTION 13. APPEALS

Person aggrieved by an action or decision of the designated representative may appeal such action or decision to the commissioners Court of Hidalgo County, Texas.

SECTION 14. PENALTIES

This Order adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26 and 37 of the Texas Water Code and 30 TAC Chapters 30 and 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Hidalgo County, Texas, that the phrases, clauses, sentences, paragraph, or section of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clause, sentence paragraph, or section.

SECTION 16. EFFECTIVE DATE

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

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

Eduardo Olivarez
Chief Administrative Officer

To: **Rene Ramirez, Hidalgo County Judge,** **Arturo Cuellar, Commissioner Pct. 1**
Hector Palacios, Commissioner Pct 2 **Joe Flores, Commissioner Pct. 3**
Oscar Garza, Commissioner Pct 4 **Valde Guerra, Commissioners' Court Executive Officer**

From: Eduardo Olivarez, Chief Administrative Officer

Date: March 30, 2010

Re: Texas Commission on Environmental Quality Response (TCEQ)

Please accept this memorandum as Hidalgo County Health & Human Services Department response to the TCEQ action request regarding the recent EDAP review. TCEQ recently sent Judge Ramirez a letter addressing the recent compliance review of our On-Site Sewage Facility (OSSF) program; the letter was dated March 17, 2010 and received on the 18th of March. The TCEQ letter (attached) addressed 6 primary areas of concern dealing with overall OSSF procedures and recent DSHS inspection results of 4 subdivisions within Precinct 1.

The following actions are directed to with these areas.

1. TCEQ's concern regarding inter-local cooperation agreements with the cities has been addressed. The attached agreement has been approved by our County's legal counsel and sent to the 23 incorporated cities within Hidalgo County for their City Councils approval. The follow up is being conducted by Mr. Elizardo Ramos our Assistant Chief of Environmental services.

2. An updated copy of all available OSSF Installers & site evaluators are attached and will be updated and distributed annually.

3. Regarding the OSSF permit fee structure, Legal counsel is in the process of reviewing an amendment to our OSSF orders to increase the fee and add an additional permit.

    - The amendment will include an Installation permit of $85.00 to be purchased at the beginning of development.

- An additional amendment will include a Final Review permit $60.00 to be purchased when the dwelling is completed or the final connections to the system is made. This will assure that a final visual inspection is done assuring the connections and the system is appropriate for the size of home. The final electrical installation will depend on this final OSSF inspection. The Commissioners' Court will take action on March 30, 2010. If there are not any delays.
- This will increase the overall permit fees from $55.00 to $145.00. The fees are being recommended considering the economical base of our County.

4. The need to develop an enhanced / track able OSSF complaint system. The current system covers the information needed, but in order to have a follow-up routine we will be incorporating a digital based follow up and data base to the OSSF program. The initial program will be operation April 6, 2010 or sooner.

5. Regarding the recent review by DSHS and EDAP of the four subdivisions within Precinct 1, the inspection of each lot in the 4 subdivisions has been completed and the appropriate notices / citations have been issued to assure the needed repairs or fines may be levied by local Justices of the Peace. The 30 day notice given is upon us and the required action will taking place and each file is being updated.

   A final report and outcomes regarding each complaint will be forwarded to TCEQ upon completion.

6. The need for Hidalgo County to develop more stringent requirements in the following areas are being reviewed by legal counsel, and will be presented to Commissioners' Court on March 30, 2010. The stringent amendments beyond TCEQ will be outline in attachment 6.

As for the additional recommendations discussed on the final page, the Hidalgo County Health & Human Services Environmental division is working with the County's Planning department to make the required changes to accurately demonstrate the "flow" of the permitting procedures within Hidalgo County.

The technical review was completed by TCEQ representatives on March 19, 2010, and my team will address, if any, those concerns once their outcomes are submitted to our department.

TCEQ Compliance Letter

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 17, 2010

The Honorable Rene A. Ramirez
Hidalgo County Judge
Hidalgo County Offices
100 E. Cano
Edinburg, Texas 78539

Re: On-Site Sewage Facility Program Compliance Review

Dear Judge Ramirez:

On February 10, 18, and 24, 2010, Ms. Anita Keese, Environmental Investigator of the Texas Commission on Environmental Quality (TCEQ) Harlingen Regional Office, in company with Mr. David Ramirez, Regional Director (RD), conducted a compliance review of the Hidalgo County's On-Site Sewage Facility (OSSF) Program in accordance with provisions of the Health and Safety Code, Chapter 366, On-Site Sewage Disposal Systems. As an Authorized Agent (AA) of the Texas Commission on Environmental Quality (TCEQ), the Hidalgo County AA is charged with the responsibility of enforcing minimum standards for the design, construction, installation, and operation of OSSFs in the area of jurisdiction defined in the On-Site Waste Disposal Order, adopted April 22, 2005. Basic administrative procedures and the field inspection process were evaluated to determine if the local program is in compliance with minimum state standards. The compliance review findings and recommended actions are described in the enclosed "Action Item List and Additional Recommendations".

The staff of the TCEQ is dedicated to working with the regulated community to achieve compliance with the State's environmental laws, regulations, permits, and registration provisions. Therefore, our regional office wishes to resolve this matter with you as soon as possible. Please advise this office in writing by April 30, 2010 with a plan to implement the changes discussed in the "Action Item List".

Should clarification of this letter be desired, or if the Harlingen Region Office can be of any further assistance concerning this compliance review, please feel free to contact Ms. Keese at 956-430-6034.

Sincerely,

David Ramirez, Regional Director
Harlingen Regional Office
Texas Commission on Environmental Quality

Enclosures: Action Item List

cc: Mr. Eduardo Olivarez, Chief Administrative Officer, Hidalgo County Health and Human Services Department, 1304 S. 25th Ave. Edinburg, Texas 78539
Mr. Raul Sesin, Planning Director, Hidalgo County, 1304 S. 25th Ave. Edinburg, Texas 78539
Mr. Elizardo Ramos, Assistant Chief Health Inspector, Hidalgo County Health and Human Services Department, 1304 S. 25th Ave. Edinburg, Texas 78539
James McCaine, OSSF Program Liaison, FOSD, MC-235
File - TCEQ, Harlingen Regional Office

ACTION ITEM LIST
FOR
HIDALGO COUNTY

Administrative Review:

1. It was noted that Hidalgo County is operating in incorporated cities without intergovernmental contracts in place. Please keep in mind that the County only has jurisdiction in unincorporated areas of the county unless there is an interlocal contract in place between the incorporated city and the county. This Action Item remains unaddressed since the last AA Evaluation. As of February 24, 2010, Mr. Elizardo Ramos, Assistant Chief Health Inspector, indicated that Hidalgo County would be revising a draft interlocal agreement in order to address new changes to their process. The documents were being reviewed by the legal department. The TCEQ recommends that the county secure intergovernmental contracts with any incorporated cities and towns in which it handles the OSSF program in a timely manner.

2. Copies of all available OSSF installers and site evaluators are readily available to the public and were obtained from the TCEQ website. However, these were most recently updated in 2007. The TCEQ recommends that these records should be updated more frequently and at least annually.

3. Hidalgo County Health Department is charging $55 dollars per OSSF permit. By comparison, the TCEQ charges $210 per OSSF permit. The TCEQ recommends that Hidalgo County revisit their fee structure in order to consider raising fees with the purpose of ensuring adequate funding the of program's staff, equipment and record keeping needs.

4. The complaint process utilized by Hidalgo County incorporates a log and a one-page complaint form which contained all necessary information. However, it was noted that the current structure allowed for the possibility that complaints could fail to be tracked or processed completely or adequately. The TCEQ strongly recommends that a more organized system for complaints be arranged, preferably with a numbering system, a two or three part carbonless paper form, or other improved method of ensuring that all complaints received are conducted and completed. The complaint process should also incorporate a review process so that management is given the opportunity to ensure proper action was taken on complaints.

5. The Hidalgo County Health Department informed the TCEQ that they were asked by the Economically Distressed Areas Program (EDAP) Board and the Texas Department of State Health Services to conduct complaint investigations in four subdivisions named by these entities during a nuisance review. Designated Representatives (DRs) with Hidalgo County have completed complaint investigations for each home in three of the subdivisions, with the "Lucero" subdivision remaining, and are expected to complete this one within 15 days. Many residences thus far have been cited with a 30-day notice as a result of DRs identifying violations with OSSF rules and regulations. The TCEQ requests that Hidalgo County submit a final report to the TCEQ once all the complaint investigations have been completed and once enforcement proceedings have been conducted on those residents failing to comply with the 30-day notice.

6. The Hidalgo County Planning Department has proposed numerous changes to their program to incorporate Hidalgo County Health Department in inspections of existing systems when new electricity or potable water connections are made. The documents incorporating these changes were provided to Ms. Keese for review. Some of these documents reference requirements that are not incorporated in the existing OSSF Rules nor Hidalgo County's local order. The TCEQ requests that Hidalgo County submit a revised order to the TCEQ for approval if the Hidalgo County AA chooses to require more stringent requirements than the TCEQ rules.

Additional Recommendations:

1. On the "Hidalgo County Planning Department Residential Application Flow Chart" it states that "If lot is less than 1/2 acre then OSSF design system is required to be approved by Environmental Health Department." However, all new OSSFs installations are required to be approved by the Health Department. The County may require a Professional Engineer (P.E.) design on OSSFs installed on lots less than 1/2 acre, but this is not required by the 30 TAC § 285 if the property was subdivided before January 1, 1988. A P.E., design is required if the lot size is less than 1/2 an acre and the property was subdivided after January 1, 1988 because this would involve a variance to the rule. The TCEQ recommends that this language be changed to reflect existing requirements or the Hidalgo County order be revised to incorporate additional county requirements.

2. On the "Hidalgo County Planning Department Residential Application Flow Chart" it states that the Health Department will confirm the status of an existing OSSF. It adds that the "Health Department will confirm size of existing permit using original permit issued for the system or provide applicant with list of approved OSSF inspectors to confirm size of existing system". However, once an OSSF is installed, one cannot accurately determine if the OSSF is sized or functioning adequately for the home without a permit, and even with the permit, there is still no assurance that the system was not modified in the meantime. They can, however, adequately determine if the OSSF system was not hooked up to the home, if it is currently failing, or if graywater is being used incorrectly. The TCEQ recommends that this language be changed to reflect existing requirements or the Hidalgo County order be revised to incorporate additional county requirements.

Technical Review:

1. The technical review portion of the compliance review intended to review the DRs on-site inspection process of a new OSSF installation is pending. When an OSSF installer contacts the DRs for a new OSSF installation, please contact the Ms. Keese as soon as possible to arrange a time to conduct the technical review, but within 30 days from the date of this letter. A follow-up letter will address any action items identified, if any, that are identified as a result of the technical portion of the review.

Action Area 1

Inter-Local Cooperative

STATE OF TEXAS

COUNTY OD HIDALGO

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF _____ AND
COUNTY OF HIDALGO, TEXAS.

WITNESSETH:

WHEREAS, City is a general law municipality created by the laws of the Texas;

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

WHEREAS, City is in need of obtaining services for the inspection and permitting on-site sewage disposal systems (Septic Tanks) within its jurisdiction and desires to obtain such services from County.

WHEREAS, County has the expertise and equipment to provide certain permitting and inspection services on behalf of City as further described herein (the "Services")

WHEREAS, both parties recognize the environmental benefits of regulating, inspecting and permitting Septic Tanks and desire to cooperate with each other to meet local and state Septic Tank requirements;

WHEREAS, City and County are authorize to enter into this Agreement pursuant to the Inter local Cooperation Act, Texas government 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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

10. County shall inspect Septic Tanks within the jurisdiction of City including but not limited to, performing subsoil texture test and evaluation of Septic Tank systems.

11. County shall provide all necessary equipment, materials and personnel to conduct inspections and issue permits at it sole cost and expense.

12. The County shall comply with all present or future laws pertaining to the inspection and approval of sanitary sewer systems in Texas and shall enforce all rules and regulations required by the State of Texas or local applicable codes.

13. City agrees that the County shall charge and collect Fifty-five Dollars and no/100ths ($55.00) for each inspection and permit. However, if the County conducts an inspection and a permit is not issued for any reason, the County shall be entitled to charge the amount specified in this paragraph 4 for its Services from the resident.

14. The county shall not be responsible for main, upkeep or environmental compliance once

an inspection and permit is issued and the County shall not be held liable for same once the Services are completed.

15. A resident shall have one (1) year to construct its septic system from the date an "authorization to Construct" is issued by the County (see Exhibit "A" attached hereto). Should construction not be completed and a final inspection conducted by County within one (1) year from the date of the "Authorization to construct" then the County shall require a resident to Submit a new application and fee as described herein. Upon a successful inspection, the County shall issue a Notice of Approval to the resident within approximately two (2) working days.

16. In accordance with Texas Health and Safety Code, Sec. 366.003, County shall not be liable for damages resulting from the approval of the installation and operation of a Septic Tank. The County shall not be responsible for any damage to personal or real property for any septic systems within City caused by the County's inspection and permitting process described herein.

17. During the term of this Agreement, the County shall have sole exclusive rights to permit and inspect Septic Tanks within City except that the Texas Commission of Environmental Quality may override the County's authority at any time.

18. **Term**. The term of this Agreement shall be for a period of one (5) years.

19. **Termination**. Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

20. **Conflict with applicable Law.** Nothing in this agreement shall be construed 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 t he 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.

21. **No Waiver.** No waiver by any party hereto 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.

22. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection his Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County and not otherwise.

23. **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.

24. **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 Hidalgo County: Hidalgo County Health Department
Attn: Eddie Olivarez
1304 South 25th Street
Edinburg, Texas 78539

If to City:

Each Other 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 id 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 convenient 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 as often as may be appropriate.

15. **Authority to Execute.** The and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

16. **Governmental Purpose.** Each party hereto in entering into this Agreement for the purpose of providing 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 the Agreement. The parties intend this provision to be continuing right to terminate this Agreement at the expiration each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't Code Ann. Section 271.903.

18. **Server-ability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

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

CITY OF _____

._____
Its:_____

ATTEST:

_____.
City Secretary

HIDALGO COUNTY, TEXAS

._____
County Judge

ATTEST:

_____.
County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

Action Area 2

OSSF Installer List

SEPTIC TANK INSTALLER LIST

License & Exp Date	Installer Name	Phone Number
2397 - (10/31/2011)	CABALLERO, RICARDO JR.	968-7843 / 975-8429
0020191 - (6/30/2011)	CARRANZA, LEONARDO V.	262-4145
1948 - (9/30/2011)	CHAPA, GUSTAVO	781-3419
2779 - (8/31/2011)	DAVIS, JERRY C.	289-1406
1349 - (2/29/2012)	GARZA, JACOBO	739-1000 / 778-7666
3333 - (9/30/2011)	GARZA, PABLO	867-2945
3300 - (8/31/2010)	GOMEZ, ISIDORO	581-9063 / 519-7644
3880 - (9/30/2010)	GONZALEZ, FELIX	778-7668 / 383-7739
1350 - (8/31/2010)	GONZALEZ, JOSE A.	778-3543
6086 - (9/30/2010)	HERNANDEZ, LIZANDRO	381-5223 / 605-2113
2700 - (3/31/2011)	IZAGUIRRE, ANICETO	789-0619 / 580-4134
4378 - (11/30/2010)	MATA, ISAAC	778-7231 / 682-7875
4873 - (3-31/2012)	NAVA, ROBERT C.	451-8939 / 781-0885
3150 - (4/30/2011)	OCHOA, GUILLERMO JR.	789-9028
8943 - (11/30/2011)	PEREZ VALENTIN	684-1754
1365 - (2/29/2012)	ROSALES, ADOLFO	534-7193
1364 - (3/31/2011)	ROSALES, JOSE	585-7379
22710 - (5/31/2012)	SAENZ, FERNANDO	262-8506
8066 - (10/31/2010)	TREVINO, ALARICO	778-7688 / 782-1448
4729 - (9/30/2011)	TREVINO, FREDDY	460-9968

NO RECOMMENDATIONS WILL BE MADE BY REPRESENTATIVES OF THIS DEPT.

LIST APPROVED BY HIDALGO COUNTY HEALTH DEPT. & (TCEQ) FEBRUARY, 2010

mg

Action Area 6

Updated OSSF Orders

Education Material about Grey Water

ORDER ADOPTING RULES OF HIDALGO COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES
PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality has established Rules for on-site sewage facilities to provide the citizens of the State with adequate public health protection a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Hidalgo County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities; in the County of Hidalgo, Texas; and

WHEREAS, the commissioners Court of Hidalgo County, Texas finds that the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, The Commissioners Court of Hidalgo County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Hidalgo county, Texas.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Hidalgo County, Texas be adopted entitled “On-Site Sewage Facilities”, which shall read as follows: Hidalgo County, Rules for On-Site Sewage Facilities

SECTION 4. CONFLICTS

This Order repeals and replaces any other On-site Sewage Facility Order for Hidalgo County.

SECTION 5. CHAPTER 366

The County of Hidalgo, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce chapter 366 of the Texas Health and Safety Code (H&SC) and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

(A) The rules shall apply to all the area lying in Hidalgo County, Texas, except for the areas regulated under an existing Rule and the areas within incorporated cities.

(B) These rules shall apply to those incorporated cities or towns that have execute intergovernmental contracts with Hidalgo County, Texas.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Hidalgo County, Texas must comply with the rules adopted in section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 285 and Chapter 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Hidalgo County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapters 30 and 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Rules are attached to these Rules as Appendix I.

SECTION 10. AMENDMENTS

The County of Hidalgo, Texas wishing to adopt more stringent Rules for its On-site Sewage Facility Order understands that the more stringent conflicting local Rule shall take precedence over the corresponding Texas commission on Environmental Quality requirement. Listed below are the more stringent Rules adopted by Hidalgo County, Texas.

10.1 All Texas Water Development Board statues, rules and regulations now or hereafter applicable to an economically distressed area shall apply to permitting associated with on-site sewage facilities.

10.2 A permit shall be required for all on-site sewage facilities located within Hidalgo County's area of jurisdiction regardless of the size of the tract to be served by the facility.

10.3 Prior to the issuance of a permit, and in order to ensure floodplain issues are properly addressed, and applicant for an on-site sewage facility must obtain a determination from the Hidalgo county Floodplain Administrator that the tract to be serviced by the on-site sewage facility is in compliance with the Hidalgo county Flood Damage Prevention Order.

10.4 An applicant is required to insure that all persons and/or entities retained by the applicant to install an on-site sewage facility on the applicant's tract maintains a copy the their current certificate/registration at the job-site while installation of the on-site sewage facility is in progress.

10.5 The County may assess the applicant a re-inspection fee on the on-site sewage facility each time a County re-inspection is required. The re-inspection fee shall be set by the County and t he County may revise this fee from time to time.

10.6 In no case shall the sewer line diameter for the proposed on-site sewage facility be reduced to a size smaller than the sewer stubout for the improvements to be serviced by the on-site sewage facility.

10.7 No personal property, including, but not limited to, picnic tables, play equipment, or BBQ pits shall be placed within the surface application spray area of the on-site sewage facilities installed on the applicant's tract.

10.8 The Installation permit of ($85.00) will be purchased at the beginning of development. The homeowner / developer must present the appropriate OSSF site plans and meet all of the OSSF guidelines as required by Hidalgo County and TCEQ. In addition the homeowner / developer must have been approved and cleared for construction by the Hidalgo County Planning Department prior to site development. In the event of a commercial development, a Fire Marshal inspection / approval must be obtained to assure continuation of the project. The Fire Marshal must be an official representative of the indicated jurisdiction.

The Final Inspection permit of ($60.00) will be purchased when the dwelling / commercial development is completed and the final connections from the dwelling / commercial development to the system is made and confirmed. The final Inspection will also consist of a confirmation that the system installed has met the guidelines in accordance to the final square footage of the structure built.

In the event that the dwelling / commercial development constructed is larger than initially approved by Hidalgo Co. OSSF and Hidalgo Co. Planning Department officials, the homeowner may need to upgrade the OSSF system in order meet Hidalgo County / TCEQ requirements. Final approval of the dwelling / commercial development will not be given until the final inspection is completed.

10.9 Upon final inspection, Hidalgo County OSSF inspectors must visually confirm that the identified dwelling / commercial development is physically connected to the OSSF system. In addition, the Hidalgo Co. OSSF Inspector must verify that there is no additional dwelling connected to single approved system. This is to assure that Hidalgo County's OSSF and TCEQ's OSSF requirements are met in regards to the "one single family detached dwelling per lot rule."

It will be the homeowner's responsibility to make sure that only one officially approved dwelling will be connected to the OSSF system. Violation of this requirement may lead to an issuance of a citation resulting in fines and additional legal action.

10.10 Hidalgo County OSSF and TCEQ requirements are clear in regards to the "one single family detached dwelling per lot rule" and this includes one electrical service connection per dwelling.

In the event of a pre-existing building or agricultural site requiring an electrical service, an OSSF inspection must be made to assure that there is no additional structure illegally connected the existing OSSF System.

10.11 Regarding multi-family units i.e. duplex, apartments etc, the owner / developer must have met all the Hidalgo County OSSF and TCEQ requirements concerning the OSSF System i.e. tank capacity, length of drain field, and the size of lot to be built on. In addition, the owner / developer must meet all the Hidalgo County Planning Department requirements and Hidalgo County Fire Marshal guidelines.

SECTION 11. DUTIES AND POWERS.

The OSSF Inspector of Hidalgo County, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES

All fees collected for permits and/or inspections shall be made payable to Hidalgo County, Texas.

12.1 Hidalgo County OSSF's fee structure will be based on two required permits:

1st - Installation Permit $85.00
2nd - Final Inspection Permit $ 60.00.

Therefore the total of the OSSF permits will be $145.00

SECTION 13. APPEALS

Person aggrieved by an action or decision of the designated representative may appeal such action or decision to the commissioners Court of Hidalgo County, Texas.

SECTION 14. PENALTIES

This Order adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26 and 37 of the Texas Water Code and 30 TAC Chapters 30 and 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Hidalgo County, Texas, that the phrases, clauses, sentences, paragraph, or section of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clause, sentence paragraph, or section.

SECTION 16. EFFECTIVE DATE

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

Hidalgo County Health and Human Services Department

GREYWATER

As referred on the Texas Administrative Code Title 30 Environmental Quality, Part 1 TCEQ, Chapter 285 On Site Sewage Facilities, Subchapter H Disposal of Graywater, Rule 285.80:

Graywater is defined as wastewater from:

- Clothes-washing machines.

Graywater does not include wastewater from the washing of material, including diapers, soiled with human excreta or wastewater that has come in contact with toilet waste.

Construction of a graywater system, including storage and disposal systems, must comply with this chapter and any more stringent requirements of the local permitting authority. For the purposes of this subchapter, a graywater system begins at the graywater stub-out of a single family dwelling. In addition, no ponding should developed from the discharged of greywater.

Hidalgo County Health and Human Services Department

AGUA GRIS

Como se refiere en el Codigo Administrativo de Texas, Titulo 30 en Calidad de Medio Ambiente, Parte 1 de la Comision de Calidad Ambiental de Texas, Capitulo 285 sobre Tanques Septicos, Subcapitulo H Eliminacion de Agua Gris Regla 285.80 menciona:

(a) Agua Gris se define como aguas residuales provenientes de:

11 Maquinas para lavado de ropa.

(b)Agua Gris no incluye aguas residuales que hayan sido usadas para lavar materiales tales como pañales, desechos humanos o aguas residuales que hayan tenido contacto con algun sanitario.

(c) La construccion de un sistema de Agua Gris, que incluya sistemas de almacenamiento y despojo, necesita cumplir con lo establecido en este Capitulo y cualquier otro requerimiento mas estricto que el de la autoridad local. Para el proposito de este Subcapitulo, un sistema de agua gris comienza en el talon de salida de la vivienda unifamiliar. Ademas, el Agua Gris no debera de crear charcos en la propiedad, ya que estos con el tiempo podrian generar molestias de salud.

AI-20508 **12.C.**

Health Division - Office of Border Health - EWIDS Contract Amendment - contract extension

CC REGULAR

Date:	03/30/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Request approval to accept the attached amended Office of Border Health - EWIDS Contract #2009-031556, Attachment #001A, in order to extend the contract by one year.

BACKGROUND

The revised contract term will be 08/01/2009 to 07/31/2011.
Reference: AI#16604 7-28-09

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1293-441-10-340-028-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Contract period extension.
New contract termination date is July 31, 2011 (8/1/09 thru 7/31/11).

Attachments

Link: Contract Amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 01:10 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/26/2010 08:09 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Dan Beltran — Started On: 03/23/2010 12:53 PM

Final Approval Date: 03/26/2010

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and **Hidalgo County**(Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to **Contract # 2009-031556** (Contract) in accordance with this **Amendment No. 001A: CPS-Office of Boarder Health**, effective **03/18/2010**.

This Amendment is necessary because: **To extend term one year**
It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2009-031556 as written below.

Therefore, DSHS and Contractor agree as follows:

Contract term is hereby revised as follows:

TERM: 08/01/2009 THRU: ~~07/31/2010~~ 07/31/2011

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

AI-20472 **12.D.**

Human Services - Confidentiality Agreement

CC REGULAR

Date:	03/30/2010
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval of County Indigent Health Care Program Confidentiality Agreement for the following Human Services Division staff:
Employee ID#086851

BACKGROUND

This agreement exists to ensure confidentiality, integrity and continuity of information resources. This agreement applies to all information accessed through TMHP.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: conf agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2010 12:07 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/25/2010 02:25 PM	APRV
3	Auditor's Office	Angela Garcia	03/26/2010 04:09 PM	APRV

Form Started By: Dairen Sarmiento Started On: 03/22/2010 09:45 AM

Final Approval Date: 03/26/2010

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
Ida Salinas	**Billing Specialist II**
County	**Telephone Number (Including Area Code)**
Hidalgo	**956-318-2011**

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Ida Salinas — 3-15-2010

Staff Member's Signature — Date

County Judge Signature — Date

AI-20532 **13.A.**

Delete Cell Phone Service

CC REGULAR

Date:	03/30/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Colonia Access Program:
1. Authorization to delete cellular service through the County's membership/participation with CONTRACT: C-09-231-09-22 for 956-207-9850 with awarded vendor HEB WIRELESS for the following:

Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	UT Starcomm CDM7025	Comm. Pct.2	Agapito Vargas	956-207-9850

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Funding Required. Deleting cell phone service.

Attachments

Link: Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:24 PM	APRV
2	Roland Garcia	Rolando Garcia	03/25/2010 09:30 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/24/2010 02:08 PM

Final Approval Date: 03/26/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

956·207·9850

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Agapito Vargas Employee ID# 064319 Signature:

DEPARTMENT: Colonia Access Program DEPT #: 115

Quantity: 1

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

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

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

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

Signature	Print Name	Date
	Agapito Vargas Jr	3/24/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees -or-
☐ ~~SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees~~

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).

Revised: 1/21/2009

AI-20452 **14.A.**

2010 HIDTA Grant Award # G10SS0002A

CC REGULAR

Date:	03/30/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Approval to accept the Cooperative Agreement award between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy for FY 2010 HIDTA Task Force Grant in the amount of $735,174.00.
2. Approval of certification of revenues, as certified by the County for HIDTA Task Force Grant.

South Texas HIDTA McAllen Initiative (program 003):
1. Approval of appropriation of funds for the South Texas HIDTA McAllen Initiative in the amount $685,705.00.
2. Approval of revised salary schedule for the South Texas HIDTA McAllen Initiative.

Director's Administrative Support Element (program 016):
1. Approval of appropriation of fund for the Director's Administrative Support Element in the amount of $49,469.00.
2. Approval to create one (1) regular full-time Admistrative Assistant IV position, slot no. G001, grade level 10.
3. Approval of salary schedule for the Director's Administrative Support Element.

BACKGROUND

Grant period: 01/01/2010 to 12/31/2011
Salary Schedule (budgeted salaries) changes for FY 2010 will be effective once the 2009 HITDA Grant (G09SS0002A) are exhausted.

Change of Status forms will be submitted accordingly after the FY 2009 HIDTA Grant funds are exhausted.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-003-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $685,705.00 for the HIDTA Task Force - South Texas McAllen Initiative for FY 2010.

Revenue Acct #0-1291-331-10-270-003-0-000 (HIDTA Task Force 2010 Grant)

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-016-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $49,469.00 for the South Texas Directors' Administrative Support Element Grant for FY 2010.

Revenue Acct #0-1291-331-10-270-016-0-000 (HIDTA Task Force 2010 Grant)

Attachments

Link: Award Letter
Link: Certification of Revenues Letter
Link: 2010 HIDTA McAllen Initiative budget
Link: HIDTA McAllen Initiative salary schedule
Link: HIDTA - County Salary Schedule (270-011)
Link: 2010 HIDTA - STX Directors Adm Support Element Budget
Link: STX Directors Adm Support Element salary schedule
Link: HIDTA - County salary schedule (270-016)
Link: HIDTA - Redistribution Worksheet
Link: PAR
Link: Job Description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 03:12 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/25/2010 12:43 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nelda Olivarez Started On: 03/18/2010 01:55 PM

Final Approval Date: 03/26/2010

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

February 24, 2010

Mr. Juan Salinas
Hidalgo County Auditor's Office
P O BOX 5719
Mcallen, TX 78502

Dear Mr. Salinas:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G10SS0002A) has been awarded in the amount of $735,174.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - South Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original and one copy of the Grant Agreement, including certain Special Conditions, are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy with an original signature to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Jaime Vega at (202) 395-6790.

Sincerely,

Arnold R. Moorin
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G10SS0002A 5. Grant Period: From 01/01/2010 to 12/31/2011	
1A. Recipient IRS/Vendor No.: 1746000717A4	6. Date: 02/24/2010	7. Action
Subrecipient Name and Address	8. Supplement Number	[X] Initial Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
3. Project Title McAllen Initiative	10. Amount of This Award: $735,174.00 11. Total Award: $735,174.00	

12. Special Conditions (check, if applicable)

The above Grant is approved subject to such conditions or limitations as are set forth on the attached 3 pages.

13. Statutory Authority for Grant: Public Law 111-117

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director	15. Typed Name and Title of Authorized Official Juan Salinas Mr. Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official Arnold R Moorin	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1011 OND2000000 OC4100

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G10SS0002A 5. Grant Period: From 01/01/2010 to 12/31/2011	
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Subrecipient Name and Address	8. Supplement Number	[X] Initial Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
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AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1011 OND2000000 OC4100

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to:

   - OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" (or, if applicable, OMB Circular A-21 "Cost Principles for Educational Institutions");
   - OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" (or, if applicable, OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations");
   - OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Institutions";
   - "Government-wide Debarment and Suspension (Non procurement)," codified at 21 CFR § 1401 et. seq.;
   - "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 21 CFR § 1401 et. seq.);
   - "New Restrictions on Lobbying" (codified at 18 USC § 1903 and 31 USC § 1352).
   - Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.).
   - Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Michael Reles
   GSD/RDF (202) 395-6608
   Anacostia Naval Annex
   Bldg 410/Door 123
   250 Murray Lane, SW
   Washington, DC 20509
   or:
   mreles@ondcp.eop.gov

3. During the award period, grantees are required to submit the Federal Financial Reporting (FFR) report to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent(s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HIDTA participants either on a collective level or on a personal level shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

   Ms. Janet Fowler
   Division of Payment Management
   Department of Health and Human Services
   5600 Fishers Lane - Room 11-33
   11th Floor - Head House Wing
   Rockville, MD 20857

4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____ Date: _____

Name: Juan Salinas

Organization: Hidalgo County Auditor's Office

Initiative Cash by HIDTA

FY 2010

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Director's Administrative Support Element	49,469.00	Administration	G10SS0002A
		South Texas HIDTA McAllen Initiative	685,705.00	Investigation	G10SS0002A
	Agency Total : Hidalgo County Auditor's Office		**735,174.00**		
Total			**735,174.00**		

Budget Detail (award letter)

2010 - SWB - South Texas

Initiative - Director's Administrative Support Element

Award Recipient - Hidalgo County Auditor's Office (G10SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP)	***$735,174.00***	
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$38,053.00
Total Personnel		**$38,053.00**
Fringe	**Quantity**	**Amount**
Administrative staff	11416	$11,416.00
Total Fringe		**$11,416.00**
Total Budget		**$49,469.00**

Budget Detail (award letter)

2010 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G10SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP) ***$735,174.00***

Personnel	Quantity	Amount
Administrative Staff	1	$28,200.00
Analyst - Criminal	1	$22,500.00
Attorney	1	$52,800.00
Director	1	$49,200.00
Financial Staff	1	$35,700.00
Investigative - Law Enforcement Officer	6	$224,600.00
Paralegal & Support	1	$26,000.00
Total Personnel		**$439,000.00**

Fringe	Quantity	Amount
Administrative staff	8423	$8,423.00
Analyst - Criminal	6839	$6,839.00
Attorney	14383	$14,383.00
Director	13154	$13,154.00
Financial staff	9747	$9,747.00
Investigative - Law Enforcement Officer	63082	$63,082.00
Paralegal & support	8131	$8,131.00
Total Fringe		**$123,759.00**

Travel	Quantity	Amount
Administrative		$2,000.00
Investigative/Operational		$3,000.00
Training		$6,500.00
Total Travel		**$11,500.00**

Facilities	Quantity	Amount
Support		$5,000.00
Utilities		$18,000.00
Total Facilities		**$23,000.00**

Budget Detail (award letter)

2010 - SWB - South Texas

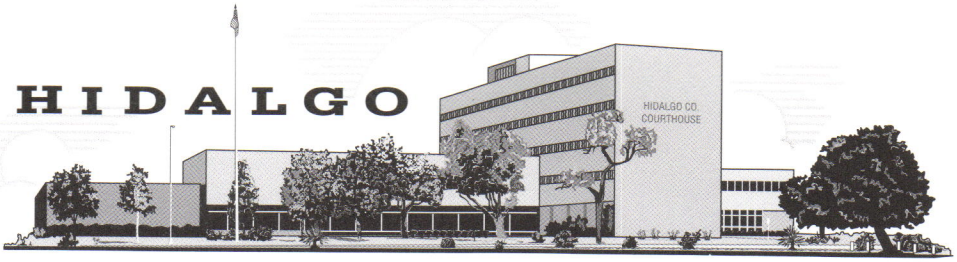
Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G10SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP)	*$735,174.00*	
Services	**Quantity**	**Amount**
Communications - data lines		$4,200.00
Communications - mobile phones & pagers		$7,200.00
Communications - office phones		$4,200.00
Insurance		$6,600.00
Service contracts		$8,400.00
Shipping & postage		$240.00
Training		$3,000.00
Vehicle lease - passenger		$27,000.00
Total Services		**$60,840.00**
Supplies	**Quantity**	**Amount**
Investigative/operational		$24,000.00
Office		$3,606.00
Total Supplies		**$27,606.00**
Total Budget		**$685,705.00**

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 22, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Executive Office of the President-Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$735,174.00	G10SS0002A HIDTA - McAllen Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/22/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: March 18, 2010

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-0-XXX

REVENUE - 1291-331-10-270-003-0-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
0-1291-412-00-270-003-	0- 113	FULL-TIME EMPLOYEES	439,000.00
0-1291-412-00-270-003-	0- 115	LONGEVITY	5,771.00
0-1291-412-00-270-003-	0- 211	HEALTH INSURANCE	23,315.00
0-1291-412-00-270-003-	0- 212	LIFE INSURANCE	233.00
0-1291-412-00-270-003-	0- 220	SOCIAL SECURITY TAX	33,584.00
0-1291-412-00-270-003-	0- 230	RETIREMENT	41,793.00
0-1291-412-00-270-003-	0- 250	UNEMPLOYMENT COMPENSATION INSURANCE	2,195.00
0-1291-412-00-270-003-	0- 260	WORKER'S COMPENSATION INSURANCE	16,868.00
0-1291-412-00-270-003-	0- 342	INFO & CREDIT SERVICE	2,300.00
0-1291-412-00-270-003-	0- 411	UTILITY SERVICE - WATER	1,600.00
0-1291-412-00-270-003-	0- 413	UTILITY SERVICE - ELECTRONIC SECURITY	200.00
0-1291-412-00-270-003-	0- 423	CUSTODIAL SERVICE	4,800.00
0-1291-412-00-270-003-	0- 432	REPAIRS AND MAINTENANCE SERVICES - EQUIP & VEHIC	8,400.00
0-1291-412-00-270-003-	0- 442	RENTAL OF EQUIPMENT & VEHICLES	27,000.00
0-1291-412-00-270-003-	0- 522	VEHICLE LIABILITY INSURANCE	5,800.00
0-1291-412-00-270-003-	0- 521	PROPERTY INSURANCE	800.00
0-1291-412-00-270-003-	0- 531	TELEPHONE	4,200.00
0-1291-412-00-270-003-	0- 532	CELLULAR / MOBILE PHONE	7,200.00
0-1291-412-00-270-003-	0- 534	INTERNET SERVICES	1,900.00
0-1291-412-00-270-003-	0- 535	POSTAGE AND EXPRESS MAIL CHARGES	240.00
0-1291-412-00-270-003-	0- 583	OUT-OF-COUNTY EMPLOYEE TRAVEL	11,500.00
0-1291-412-00-270-003-	0- 584	REGISTRATION FEES	3,000.00
0-1291-412-00-270-003-	0- 601	OFFICE SUPPLIES & COMPUTER SUPPLIES	3,606.00
0-1291-412-00-270-003-	0- 622	ELECTRICITY	16,400.00
0-1291-412-00-270-003-	0- 626	GAS / DIESEL FUEL	24,000.00
		TOTAL APPROPRIATIONS	$685,705.00
0-1291-331-10-270-003-	0- 000	HIDTA TASK FORCE 2010 GRANT	685,705.00
		TOTAL ESTIMATED REVENUES	685,705.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2010 GRANT NUMBER G10SS0002A

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

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE March 18, 2010
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1291-412-00-270-003-0-000 2010 Grant #G10SS0002A**
Dept. NO. 270

SLOT NUMBER	POSITION	FY 2010 WAGES GRANT FUNDS	FY 2010 WAGES ASSET FUNDS	LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT 20.00	LONGEVITY PAY ASSET 60.00	HEALTH INSURANCE GRANT 2,707.00	HEALTH INSURANCE ASSET	LIFE INSURANCE GRANT 27.00	LIFE INSURANCE ASSET	FICA GRANT 7.65%	FICA ASSET	RETIREMENT GRANT 9.52%	RETIREMENT ASSET	UNEMPLOY COMP GRANT 0.5000%	UNEMPLOY COMP ASSET	WORKER'S COMP. GRANT 0.00%	WORKER'S COMP. ASSET 0.00%	FRINGE BENEFITS 2010 GRANT	FRINGE BENEFITS 2010 ASSET	TOTAL FRINGE 2010
G001	Commander	49,200.00	20,400.00	780.00	551.38	228.62	1,913.57	793.43	19.09	7.91	3,763.80	1,560.60	4,683.84	1,942.08	246.00	102.00	1,976.33	0.00	13,154.00	4,634.65	17,788.65
G002	Assistant District Attorney	52,800.00	18,340.00	3,240.00	2,404.72	835.28	2,009.13	697.87	20.04	6.96	4,039.20	1,403.01	5,026.56	1,745.97	264.00	91.70	619.35	0.00	14,383.00	4,780.78	19,163.79
G003	Criminal Investigator	36,968.00	14,797.00	420.00	299.94	120.06	1,933.21	773.79	19.28	7.72	2,828.05	1,131.97	3,519.35	1,408.67	184.84	73.99	0.00	0.00	8,784.68	3,516.20	12,300.88
G004	Criminal Investigator	36,968.00	14,797.00	0.00	0.00	0.00	1,933.21	773.79	19.28	7.72	2,828.05	1,131.97	3,519.35	1,408.67	184.84	73.99	10,620.38	0.00	19,105.11	3,396.14	22,501.26
G005	Criminal Investigator	36,968.00	14,797.00	420.00	299.94	120.06	1,933.21	773.79	19.28	7.72	2,828.05	1,131.97	3,519.35	1,408.67	184.84	73.99	0.00	0.00	8,784.68	3,516.20	12,300.88
G006	Criminal Investigator	36,968.00	14,797.00	0.00	0.00	0.00	1,933.21	773.79	19.28	7.72	2,828.05	1,131.97	3,519.35	1,408.67	184.84	73.99	0.00	0.00	8,484.73	3,396.14	11,880.88
G007	Criminal Investigator	36,968.00	14,797.00	660.00	471.34	188.66	1,933.21	773.79	19.28	7.72	2,828.05	1,131.97	3,519.35	1,408.67	184.84	73.99	0.00	0.00	8,956.07	3,584.80	12,540.88
G008	Assistant Commander	39,760.00	16,240.00	0.00	0.00	0.00	1,921.97	785.03	19.17	7.83	3,041.64	1,242.36	3,785.15	1,546.05	198.80	81.20	0.00	0.00	8,966.73	3,662.47	12,629.20
G009	Accountant	35,700.00	13,400.00	780.00	567.13	212.87	1,968.23	738.77	19.63	7.37	2,731.05	1,025.10	3,398.64	1,275.68	178.50	67.00	883.82	0.00	9,747.00	3,326.79	13,073.79
G010	Intelligence Research Specialist	22,500.00	9,500.00		0.00	0.00	1,903.36	803.64	18.98	8.02	1,721.25	726.75	2,142.00	904.40	112.50	47.50	940.91	0.00	6,839.00	2,490.31	9,329.31
G011	Administrative Assistant	28,200.00	10,400.00	720.00	526.01	193.99	1,977.65	729.35	19.73	7.27	2,157.30	795.60	2,684.64	990.08	141.00	52.00	916.67	0.00	8,423.00	2,768.29	11,191.29
G012	Legal Assistant	26,000.00	10,000.00	900.00	650.00	250.00	1,955.06	751.94	19.50	7.50	1,989.00	765.00	2,475.20	952.00	130.00	50.00	912.24	0.00	8,131.00	2,776.44	10,907.44
T014	Clerk Typist	0.00	8,095.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	619.27	0.00	0.00	0.00	40.48	0.00	0.00	0.00	659.74	659.74
G015	Criminal Investigator	0.00	51,765.00		0.00	0.00	0.00	2,707.00	0.00	27.00	0.00	3,960.02	0.00	4,928.03	0.00	258.83	0.00	0.00	0.00	11,880.88	11,880.88
G016	Criminal Investigator	0.00	51,765.00	780.00	0.00	780.00	0.00	2,707.00	0.00	27.00	0.00	3,960.02	0.00	4,928.03	0.00	258.83	0.00	0.00	0.00	12,660.88	12,660.88
G017	Criminal Investigator	0.00	51,765.00		0.00	0.00	0.00	2,707.00	0.00	27.00	0.00	3,960.02	0.00	4,928.03	0.00	258.83	0.00	0.00	0.00	11,880.88	11,880.88
G018	Criminal Investigator	0.00	51,765.00		0.00	0.00	0.00	2,707.00	0.00	27.00	0.00	3,960.02	0.00	4,928.03	0.00	258.83	0.00	0.00	0.00	11,880.88	11,880.88
G020	Deputy Constable Step II		19,665.00		0.00	0.00	0.00	1,353.50	0.00	13.50	0.00	1,504.37	0.00	1,872.11	0.00	98.33	0.00	0.00	0.00	4,841.81	4,841.81
G021	Clerk	0.00	20,000.00		0.00	0.00	0.00	2,707.00	0.00	27.00	0.00	1,530.00	0.00	1,904.00	0.00	100.00	0.00	0.00	0.00	6,268.00	6,268.00
	TOTAL	**$ 439,000.00**	**$ 427,085.00**	**$ 8,700.00**	**$ 5,770.47**	**$ 2,929.53**	**$ 23,314.99**	**$ 24,057.51**	**$ 232.55**	**$ 239.95**	**$ 33,583.50**	**$ 32,672.00**	**$ 41,792.80**	**$ 39,887.85**	**$ 2,195.00**	**$ 2,135.43**	**$ 16,869.70**	**$ -**	**123,759.00**	**101,922.27**	**225,681.28**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

AI - 20452

0-1291-412-00-270-003-0

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	49,200.00	0.00	0.00	0	0.00	0.00	49,200.00	49,200.00	508.97	0.00	0.00	0.00	0.00	49,708.97
G002	113	ASST D.A.	52,794.00	0.00	0.00	0	0.00	0.00	52,800.00 ↓ ~~52,794.00~~	52,794.00	2,404.72	0.00	0.00	0.00	0.00	56,154.00
G003	113	CRIMINAL INVESTIGATOR	38,925.00	0.00	0.00	0	0.00	0.00	36,968.00 ↓ ~~38,925.00~~	38,925.00	299.94	0.00	0.00	0.00	0.00	39,285.00
G004	113	CRIMINAL INVESTIGATOR	36,972.00	0.00	0.00	0	0.00	0.00	36,968.00 ↓ ~~36,972.00~~	36,972.00	0.00	0.00	0.00	0.00	0.00	36,972.00
G005	113	CRIMINAL INVESTIGATOR	36,972.00	0.00	0.00	0	0.00	0.00	36,968.00 ↓ ~~36,972.00~~	36,972.00	299.94	0.00	0.00	0.00	0.00	37,332.00
G006	113	CRIMINAL INVESTIGATOR	37,377.00	0.00	0.00	0	0.00	0.00	36,968.00 ↓ ~~37,377.00~~	37,377.00	0.00	0.00	0.00	0.00	0.00	37,377.00
G007	113	CRIMINAL INVESTIGATOR	37,332.00	0.00	0.00	0	0.00	0.00	36,968.00 ↓ ~~37,332.00~~	37,332.00	471.34	0.00	0.00	0.00	0.00	37,765.00
G008	113	ASST COMMANDER	36,972.00	0.00	0.00	0	0.00	0.00	39,760.00 ↓ ~~36,972.00~~	36,972.00	0.00	0.00	0.00	0.00	0.00	36,972.00
G009	113	GRANTS ACCOUNTANT	35,700.00	0.00	0.00	0	0.00	0.00	35,700.00	35,700.00	567.13	0.00	0.00	0.00	0.00	36,223.50
G010	113	INTELLEGENCE RESEARCH SPECILAIST	22,500.00	0.00	0.00	0	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0.00	22,500.00
G011	113	ADMINISTRATIVE ASSISTANT	28,155.00	0.00	0.00	0	0.00	0.00	28,200.00 ↓ ~~28,155.00~~	28,155.00	526.01	0.00	0.00	0.00	0.00	28,815.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

AI - 20452

0-1291-412-00-270-003-0

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G012	113	LEGAL ASSISTANT	26,040.00	0.00	0.00	0	0.00	0.00	26,000.00 ~~26,040.00~~	26,040.00	650.00	0.00	0.00	0.00	0.00	26,880.00
			438,939.00	0.00	0.00		0.00	0.00	770,539.00	438,939.00	5,728.05	0.00	0.00	0.00	0.00	445,984.47

Redistribution of funds pending CC Approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

AI - 20452

0-1251-412-00-270-011-0

HIDTA CHAPTER 59

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	20,400.00	0.00	0.00	0	0.00	0.00	20,400.00	20,400.00	211.03	0.00	0.00	0.00	0.00	20,611.03
G002	113	ASST D.A.	18,346.00	0.00	0.00	0	0.00	0.00	18,340.00 ↓ ~~18,346.00~~	18,346.00	835.28	0.00	0.00	0.00	0.00	21,706.00
G003	113	CRIMINAL INVESTIGATOR	12,840.00	0.00	0.00	0	0.00	0.00	14,797.00 ↓ ~~12,840.00~~	9,575.00	120.06	0.00	0.00	0.00	0.00	9,935.00
G004	113	CRIMINAL INVESTIGATOR	14,793.00	0.00	0.00	0	0.00	0.00	14,797.00 ↓ ~~14,793.00~~	14,793.00	0.00	0.00	0.00	0.00	0.00	14,793.00
G005	113	CRIMINAL INVESTIGATOR	14,793.00	0.00	0.00	0	0.00	0.00	14,797.00 ↓ ~~14,793.00~~	14,793.00	120.06	0.00	0.00	0.00	0.00	15,153.00
G006	113	CRIMINAL INVESTIGATOR	14,388.00	0.00	0.00	0	0.00	0.00	14,797.00 ↓ ~~14,388.00~~	14,388.00	0.00	0.00	0.00	0.00	0.00	14,388.00
G007	113	CRIMINAL INVESTIGATOR	14,433.00	0.00	0.00	0	0.00	0.00	14,797.00 ↓ ~~14,433.00~~	14,433.00	188.66	0.00	0.00	0.00	0.00	14,600.00
G008	113	ASST COMMANDER	19,028.00	0.00	0.00	0	0.00	0.00	16,240.00 ↓ ~~19,028.00~~	19,028.00	0.00	0.00	0.00	0.00	0.00	19,028.00
G009	113	GRANTS ACCOUNTANT	13,400.00	0.00	0.00	0	0.00	0.00	13,400.00	13,400.00	212.87	0.00	0.00	0.00	0.00	13,596.50
G010	113	INTELLEGENCE RESEARCH SPECILAIST	9,500.00	0.00	0.00	0	0.00	0.00	9,500.00	9,500.00	0.00	0.00	0.00	0.00	0.00	9,500.00
G011	113	ADMINISTRATIVE ASSISTANT	10,445.00	0.00	0.00	0	0.00	0.00	10,445.00	10,445.00	193.99	0.00	0.00	0.00	0.00	11,105.00
G012	113	LEGAL ASSISTANT	9,960.00	0.00	0.00	0	0.00	0.00	9,960.00	9,960.00	250.00	0.00	0.00	0.00	0.00	10,800.00
T014	122	CLERK TYPIST	8,095.00	0.00	0.00	0	0.00	0.00	8,095.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G015	113	CRIMINAL INVESTIGATOR	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	46,000.00	0.00	0.00	0.00	0.00	0.00	46,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1251-412-00-270-011-0

AI - 20452

HIDTA CHAPTER 59

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G016	113	CRIMINAL INVESTIGATOR	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	48,500.00	780.00	0.00	0.00	0.00	0.00	49,280.00
G017	113	CRIMINAL INVESTIGATOR	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G018	113	CRIMINAL INVESTIGATOR	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G020	113	DEPUTY CONSTABLE STEP II	19,665.00	0.00	0.00	0	0.00	0.00	19,665.00	19,665.00	0.00	0.00	0.00	0.00	0.00	19,665.00
G021	113	CLERK	20,000.00	0.00	0.00	0	0.00	0.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00
			427,146.00	0.00	0.00		0.00	0.00	535,711.00	303,226.00	2,911.95	0.00	0.00	0.00	0.00	310,160.53

Redistribution of funds pending CC Approval.

DATE: March 18, 2010

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE / STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-016-0-XXX

REVENUE - 1291-331-10-270-016-0-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INITIAL BUDGET
0-1291-412-00-270-016- 0- 113	FULL-TIME EMPLOYEES	38,053.00
0-1291-412-00-270-016- 0- 211	HEALTH INSURANCE	4,738.00
0-1291-412-00-270-016- 0- 212	LIFE INSURANCE	27.00
0-1291-412-00-270-016- 0- 220	SOCIAL SECURITY TAX	2,911.00
0-1291-412-00-270-016- 0- 230	RETIREMENT	3,432.00
0-1291-412-00-270-016- 0- 250	UNEMPLOYMENT COMPENSATION INSURANCE	190.00
0-1291-412-00-270-016- 0- 260	WORKER'S COMPENSATION INSURANCE	118.00
	TOTAL APPROPRIATIONS	$49,469.00
0-1291-331-10-270-016- 0- 000	HIDTA TASK FORCE 2010 GRANT	49,469.00
	TOTAL ESTIMATED REVENUES	49,469.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2010 GRANT NUMBER G10SS0002A

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

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: 1/13/09

DEPARTMENT : HIDTA TASK FORCE

ACCOUNT NO.**:** **1291-412-00-270-016-0-XXX** **(2010 GRANT # G10SS0002A)**

Dept. NO. **270** Program: Grant -**3** Program: Asset - **2**

SLOT NUMBER	EMPLOYEE NUMBER	DATE HIRED	NAME	POSITION	FY 2009 WAGES (1291)	HEALTH INSURANCE 4,737.34	LIFE INSURANCE 27.00	FICA 7.65%	RETIREMENT 9.52%	UNEMPLOY COMP COMP 0.5000%	WORKER'S COMP 0.31%	TOTAL FRINGE For 2009
G0001			VACANT	Administrative Assistant IV	35,254.00	4,737.34	27.00	2,696.93	3,356.18	176.27	109.29	11,103.01
				TOTAL	**$ 35,254.00**	**$ 4,737.34**	**$ 27.00**	**$ 2,696.93**	**$ 3,356.18**	**$ 176.27**	**$ 109.29**	**$ 11,103.01**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1291-412-00-270-016-0

AI - 20452

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	ADMINISTRATIVE ASSISTANT IV	10	0	35,254.00	35,254.00	0.00	0.00	0.00	0.00	0.00	0.00	35,254.00
					35,254.00	35,254.00	0.00	0.00	0.00	0.00	0.00	0.00	35,254.00

Approval to create one (1) regular full-time Administrative Assistant IV position, slot no. G001, grade level 10. Personnel action pending CC approval.

HIDALGO COUNTY

HIDTA TASK FORCE

2010 Grant Distribution Summary

Slot No.	Obj.	Position Title	2009 HIDTA Task Force Grant Funds (270-003)	2010 HIDTA Task Force Grant Funds (270-003)	Difference	2009 Chapter 59 Funds (270-011)	2010 Chapter 59 Funds (270-011)	Difference	NET IMPACT
G001	113	COMMANDER	49,200.00	49,200.00	0.00	20,400.00	20,400.00	0.00	0.00
G002	113	ASST. DISTRICT ATTORNEY	52,794.00	52,800.00	6.00	18,346.00	18,340.00	(6.00)	0.00
G003	113	CRIMINAL INVESTIGATOR	38,925.00	36,968.00	(1,957.00)	12,840.00	14,797.00	1,957.00	0.00
G004	113	CRIMINAL INVESTIGATOR	36,972.00	36,968.00	(4.00)	14,793.00	14,797.00	4.00	0.00
G005	113	CRIMINAL INVESTIGATOR	36,972.00	36,968.00	(4.00)	14,793.00	14,797.00	4.00	0.00
G006	113	CRIMINAL INVESTIGATOR	37,377.00	36,968.00	(409.00)	14,388.00	14,797.00	409.00	0.00
G007	113	CRIMINAL INVESTIGATOR	37,332.00	36,968.00	(364.00)	14,433.00	14,797.00	364.00	0.00
G008	113	ASST. COMMANDER	36,972.00	39,760.00	2,788.00	19,028.00	16,240.00	(2,788.00)	0.00
G009	113	GRANTS ACCOUNTANT	35,700.00	35,700.00	0.00	13,400.00	13,400.00	0.00	0.00
G010	113	INTELLEGENCE RESEARCH SPECIALIST	22,500.00	22,500.00	0.00	9,500.00	9,500.00	0.00	0.00
G011	113	ADMINISTRATIVE ASSISTANT	28,155.00	28,200.00	45.00	10,445.00	10,400.00	(45.00)	0.00
G012	113	LEGAL ASSISTANT	26,040.00	26,000.00	(40.00)	9,960.00	10,000.00	40.00	0.00
T014	122	CLERK TYPIST	0.00	0.00	0.00	8,095.00	8,095.00	0.00	0.00
G015	113	CRIMINAL INVESTIGATOR	0.00	0.00	0.00	51,765.00	51,765.00	0.00	0.00
G016	113	CRIMINAL INVESTIGATOR	0.00	0.00	0.00	51,765.00	51,765.00	0.00	0.00
G017	113	CRIMINAL INVESTIGATOR	0.00	0.00	0.00	51,765.00	51,765.00	0.00	0.00
G018	113	CRIMINAL INVESTIGATOR	0.00	0.00	0.00	51,765.00	51,765.00	0.00	0.00
G019	113	CLERK	0.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00
G020	113	DEPUTY CONSTABLE STEP II	0.00	0.00	0.00	19,665.00	19,665.00	0.00	0.00
		TOTAL:	**438,939.00**	**439,000.00**	**61.00**	**427,146.00**	**427,085.00**	**(61.00)**	**0.00**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA Task Force (270-016)

DATE: March 22, 2010

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: G001

REQUESTED POSITION TITLE: Administrative Assistant IV

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

ONE (1)	N/A	G10 S0	$ 35,254.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other 0-1291-412-00-270-016-0-XXX

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

This is a grant position assigned to the South Texas HIDTA (HIDTA Regional Office – San Antonio). The position will be created to assist the HIDTA Regional Director, Financial Manager and oversee the daily office activities.

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

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

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

In 2009, a new South Texas HIDTA Regional Office Director was hired and is currently reviewing and restructuring personnel and duties.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/24/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/25/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

ADMINISTRATIVE ASSISTANT IV

GRADE: 10

GENERAL DESCRIPTION

Employee performs advanced (senior-level) administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Responds to inquiries regarding technical program or administrative regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

May assist in compiling and analyzing data, making calculations, and preparing reports

May research, compose, design, or edit agency publications such as brochures, forms, manuals, and reports

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in administrative support work in a government setting. Graduation from an accredited four-year college or university with major course work in a related field is generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement new systems and procedures and to evaluate their effectiveness, to communicate effectively, to effectively interpret programs and plans, to train others, and to supervise the work of 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
- 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

AI-20486 **14.B.**

Deobligation of Asset Forfeiture Funds/Treasury - 2009 Purchase Orders (rolled over)

CC REGULAR

Date:	03/30/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA - U.S. Treasury Funds (1252):
Approval to deobligate funds from the HIDTA U.S. Treasury Asset Forfeiture Funds (1252) in the amount of $13,002.76.

BACKGROUND

To reverse budget appropriation, to the Hidalgo County HIDTA/ US Department of Treasury Asset Forfeiture funds approved by CC on March 12, 2010 (Ref: AI-20197 18.C.2). The 2009 P.O. rollovers were in the process of liquidation.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

Funds available to deobligate as of 03/23/10.

To reverse budget appropriation to the Hidalgo County HIDTA/ US Department of Treasury Asset Forfeiture funds approved by CC on March 12, 2010 (Ref: AI-20197 18.C.2) The 2009 P.O. rollovers were in the process of liquidation.

Attachments

Link: Deobligation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 12:17 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/24/2010 03:14 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nelda Olivarez Started On: 03/23/2010 08:11 AM

Final Approval Date: 03/26/2010

DATE: March 22, 2010

DEPARTMENT HEAD: Dora L. Munoz

DEPARTMENT NAME: HIDTA Task Force

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

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
0-1252-412-00-270-012-0-	342	INFO & CREDIT SERVICE	$ (1,677.96)
0-1252-412-00-270-012-0-	346	HAULING & FREIGHT SERV	(600.00)
0-1252-412-00-270-012-0-	432	EQUIP&VEH R&M SRV	(150.00)
0-1252-412-00-270-012-0-	540	ADVERTISING	(574.80)
0-1252-412-00-270-012-0-	890	OTHER	(10,000.00)
		TOTAL DEOBLIATION	$ (13,002.76)

TO REVERSE BUDGET APPROPRIATION TO THE HIDALGO COUNTY HIDTA/U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS APPROVED ON MARCH 12, 2010 (AI-20197 (18.C.2))

_____ __/__/__

APPROVED BY COMMISSIONER'S COURT — DATE

Dora L. Munoz

DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

AI-20197 **18.C.2.**

2010 Budget Appropriations for Special Revenue & Internal Service Funds

CC REGULAR

Date: 03/12/2010
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

Special Revenue & Internal Service Funds:
Approval of 2010 appropriation of funds in the amount of $1,488,508.21 to fund various open PO rollovers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** various funds
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

To appropriate open PO's that were rolled over into year 2010 during the close out process for year 2009 for various Special Revenue & Internal Service Funds.

Refer to attachment.

Attachments

Link: revised budget appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/03/2010 09:19 AM	APRV
2	Budget & Management	Erika Zamora	03/03/2010 10:29 AM	APRV
3	Erika Zamora	Erika Zamora	03/05/2010 12:48 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Ivan Cantu Started On: 03/03/2010 08:36 AM
Final Approval Date: 03/05/2010

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1247-412-50-100-001-0-601	LAW LIBRARY-OFFICE & COMPU SUPPL	43.29
0- 1247-412-50-100-001-0-640	LAW LIBRARY-REFERENCE MATERIALS	504.85
	FUND 1247 TOTAL	7,209.80
0- 1252-412-00-270-012-0-342	HIDTA US TREASURY-INFO & CREDIT SERVICES	1,677.96
0- 1252-412-00-270-012-0-346	HIDTA US TREASURY-HAULING & FREIGHT SERV	600.00
0- 1252-412-00-270-012-0-432	HIDTA US TREASURY-EQUIP&VEH R&M SRV	150.00
0- 1252-412-00-270-012-0-540	HIDTA US TREASURY-ADVERTISING	574.80
0- 1252-412-00-270-012-0-890	HIDTA US TREASURY-OTHER	10,000.00
		13,002.76
	SPECIAL REVENUE FUNDS TOTAL	1,479,050.96
0- 2201-415-00-115-009-0-311	DBM-HEALTH INS ADM-MGMT CONSULTING SRV	3,631.25
0- 2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	100.40
	FUND 2201 TOTAL	3,731.65
0- 2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	5,500.00
0- 2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	183.37
0- 2202-419-50-115-065-0-601	DBM-W/C DIV-OFFICE & COMPU SUPPL	42.23
	FUND 2202 TOTAL	5,725.60
	INTERNAL SERVICE FUNDS TOTAL	9,457.25
	TOTAL BUDGET INCREASE REQUEST	1,488,508.21

REASON: TO APPROPRIATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2010 DURING THE CLOSE-OUT PROCESS FOR YEAR 2009.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

DEPT. HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE

AI-20500 **15.A.**

Edcouch Housing Development extension

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza (HOME Div.)
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval for loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas Limited Partnership ("Borrower") and Hidalgo County Texas, acting through its Urban County Program, a Texas governmental entity ("Lender").

BACKGROUND

The Hidalgo County Urban County Program executed a Promissory Note with the Edcouch Housing Development, L.P. on November 26, 2007 in the amount of $150,000 to be used as a portion of construction costs for the multi-family housing development known as the Casa Mesina located in Edcouch Texas. The terms of this note express that full re-payment of this loan is "due within one year of Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex". The last Certificate of Occupancy was received in March 2009 therefore final payment is due March 2010. The Borrower is currently facing delays in the conversion of the current construction loan due to an approval for amendment to the initial tax credit and is therefore requesting an extension for re-payment to be extended to June 30, 2010.

UCP Contact: Michelle Mendoza

Fiscal Impact

Attachments

Link: Home loan ext.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 12:17 PM	APRV
2	Perla Lopez	Perla Lopez	03/24/2010 08:49 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 03/23/2010 10:18 AM

Final Approval Date: 03/26/2010

Rufino Contreras Affordable Housing Corporation, Inc.
Post Office Box 62, Keene, CA 93531 • Telephone (661) 823-6201 • Fax (661) 823-6175

March 19, 2010

Hidalgo County
Attn: Steve de la Garza,
Compliance Division Manager
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Mr. De La Garza:

Please accept this letter as a formal request for a loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas limited Partnership ("Borrower") and Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity ("Lender") dated November 26, 2007. According to the Promissory Note, the loan matures one year after the Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex. As the last Certificate of Occupancy was dated in March 2009, the loan is due in March 2010.

We are requesting an extension of the loan until June 30, 2010. Edcouch Housing Development, L.P. requires the conversion of the current construction loan to the permanent loan in order to have the proceeds to pay off the Hidalgo County loan of $150,000.00 plus interest. The conversion to the permanent loan has been delayed due to an amendment request to the Texas Department of Housing and Community Development to approve some changes to the initial tax credit application. This held up the approval of the cost certification and the issuance of the Final Housing Tax Credit Allocation Certification Forms 8609 for the property. The amendment was approved just this week on March 17, 2010, so now there will be no hold up in the issuance of the 8609's and the subsequent conversion to the permanent financing. This will allow the payoff of the loan by June 30, 2010.

Please let me know if you need any additional information to process this request and if the loan extension is granted.

Thank you in advance for your understanding.

Sincerely,

Manuel Bernal
Vice President

Cc: Maribel Medina, National Farm Workers Service Center

HIDALGO COUNTY,TEXAS
PROMISSORY NOTE

Effective Date: November ___, 2007

Borrower: Edcouch Housing Development, L.P., a Texas limited partnership

Borrower's Mailing Address:

Edcouch Housing Development, L.P.
P.O. Box 62
29700 Woodford-Tehachapi Road
Keene, CA 93531
Fax (661) 823-9399
Attn: Paul F. Chavez, President

With a Copy to (which will not constitute Notice):

Rufino Contreras Affordable Housing Corporation, Inc.
908 E. 5th Street, #201
Austin, TX 78702
Fax: (512) 474.5010
Attention: Monica Poss, Senior Project Manager

Emilio J. Huerta, Esq.
Law Office of Emilio J. Huerta
P.O. Box 62
29700 Woodford-Tehachapi Road
Keene, CA 93531
Fax (661) 823-9399

Property Owner: Edcouch Housing Development, L.P., a Texas limited partnership

Lender: Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity.

Lender's Mailing Address:

Hidalgo County
1916 Tesoro Blvd.
Pharr, TX 78577
Fax (956) 787-5291
Attention: Diana R. Serna, Director

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PROMISSORY NOTE ("Note").

With a Copy to (which will not constitute Notice):

Stephen L. Crain, Esq.
Atlas & Hall, L.L.P.
818 Pecan Boulevard
McAllen, Texas 78501
Fax: 956-686-6109

1. **Place for Payment**:

Hidalgo County
1916 Tesoro Blvd.
Pharr, TX 78577
Attention: Diana R. Serna, Director

or any other place that Lender may designate in writing in accordance with the terms of the Loan Agreement (hereinafter defined). Borrower promises to pay to the order of Lender at the Place for Payment and according to the terms of payment below stated principal amount plus interest. All unpaid amounts shall be due by the Maturity Date.

2. **Principal Amount**: One Hundred Fifty Thousand and No/100 Dollars ($150,000.00). Lender shall not be required to advance ay funds under this Note until such time as Borrower has expended no less than twenty-five percent (25%) of its total construction budget.

3. **Maturity Date**: One year after Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex.

4. **Terms of Payment**: Beginning with each date that Lender advances Borrower funds under this Note, interest shall accrue at an annual fixed rate of six-percent (6%) per annum on the total amount of outstanding principal balance, with all outstanding principal and interest hereunder becoming fully due and payable on the Maturity Date. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, interest on the unpaid principal shall thereafter (a) accrue at the highest non-usurious rate allowed by law until such Event of Default has been cured, and (b) be immediately payable in addition to the entire remaining principal amount then due and owing.

5. **Annual Interest Rate Upon Maturity, Unpaid Amounts**: A maximum rate no greater than the highest non-usurious rate allowed by law.

6. **Default**: If Borrower defaults in the performance of any of its obligations set forth in (a) this Note, (b) that HOME Loan Agreement (the "Loan Agreement") executed by Borrower and Lender of even date herewith, and/or (c) that Declaration of Restrictive Covenant of Affordability (the "Declaration"), executed by Borrower (collectively, the "Loan Documents"), and the default continues after Lender gives Borrower written notice of the default and after the time within which to cure such default has expired, as may be required by law or by written agreement, then Lender may declare the entire unpaid principal balance and accrued interest immediately due. Borrower waives all demands for payment, presentations for payment,

notices of intention to accelerate maturity, notices of acceleration of maturity, protests and notices of protest, to the extent permitted by law.

(a) Notwithstanding anything in the Loan Documents to the contrary, the liability of the Borrower hereunder will be non-recourse to Borrower, any principle, partner, employee or agent of Borrower and their assignees, and such persons shall not have any personal liability under this Note or any of the Loan Documents.

(b) If this Note, or any of the other Loan Documents is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection and enforcement, including reasonable attorneys' fees and court costs, in addition to other amounts due.

7. Maximum Amount of Interest Rate: Interest on the debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of the maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

8. Acceleration of Note: In addition to rights of Lender as contained herein, Lender shall have the further right to accelerate the maturity of this Note and declare any unpaid amount immediately due upon occurrence of one of the following (each, an "Event of Default"):

(a) Subject to those matters to be recorded in the real property records of Hidalgo County, Texas, which affect all portions of the property located at 401 Mile 16 N., Edcouch, TX 78538 ("Property"), ad valorem taxes and other amounts due or to become due on any portion of the Property, and any senior financing and related loan documents (the "Permitted Exceptions"), the leases of the residents occupying any portion of the Property and the terms of the other Loan Documents, and except any items replaced in the ordinary course of business, the Borrower fully or partially sells, conveys, disposes of, alienates, hypothecates, assigns, mortgages, pledges, transfers or encumbers all or any part of the Property or any interest therein, the rents therefrom, the income therefrom, or any other item of collateral, whether lawfully or unlawfully, or voluntarily or involuntarily without the prior written consent of Lender;

(b) Borrower converts any of the HOME-Assisted Units (as defined in the Loan Agreement) to a form of condominium, cooperative ownership or other non-residential use other than that specific use agreed to in writing by Lender and Borrower;

(c) Borrower (a) files (as debtor) or has filed against it, a petition for the appointment of a receiver or for bankruptcy or insolvency, (b) becomes or is adjudicated insolvent or bankrupt or admits in writing the inability to pay debts as they mature, petitions or applies to any tribunal for or consents to or does not contest to the appointment of a receiver, trustee, custodian or similar officer for Borrower or for any principal or general partner of Borrower or for a substantial part of the assets of Borrower, or (c) commences any case, proceeding or other action under bankruptcy,

reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect. In an involuntary proceeding Borrower shall notify Lender in writing promptly upon receipt of notification of any involuntary proceeding against it and upon Lender's receipt of such notification Borrower shall have ninety (90) calendar days to have such matter dismissed or bonded to Lender's reasonable satisfaction;

(d) The Property or any material part thereof is taken on execution or other process of law in any action against Borrower;

(e) Borrower abandons the Property or a material portion thereof, in which event such abandonment shall constitute an assignment to Lender, at Lender's option, of Borrower's interest in any lease or contract then affecting the abandoned Property;

(f) Any representation or warranty made herein or in the Loan Documents, such representation or warranty having been made by Borrower, any principal, general partner in Borrower, any person authorized by Borrower to execute any of the aforestated documents on behalf of Borrower or by any indemnitor under any indemnity executed in connection with the Loan, is determined to have been false or misleading in any material respect at the time made and such continues thirty (30) business days after written notice from Lender to Borrower thereof;

(g) Borrower or its assignee at any time fails to remain in compliance with each and every material term and condition of or in the Loan Documents and such non-compliance continues thirty (30) business days after written notice from Lender to Borrower thereof; or

(h) Borrower (a) initiates any material changes in the Property without Lender's written approval or (b) fails to provide to Lender documentation acceptable to Lender of the actual quoted costs incurred in connection with the Property.

9. Notwithstanding anything to the contrary contained herein, the following transactions are hereby deemed to be expressly permitted hereunder:

(a) A change in the beneficial ownership of the Property or the Borrower's limited partners, so long as such entity remains controlled by an affiliate of Borrower or Borrower's limited partners;

(b) The pledge and encumbrance of the interests of the Property or the Borrower for the benefit of any financial institution which enables one or more low income housing tax credit investors to make a capital contribution to the Borrower;

(c) The transfer by the Borrower's limited partner or special limited partner of their interest in the Borrower; and

(d) The removal of any general partner of the Borrower by the Borrower's special limited partner pursuant to the terms of the Amended and Restated Agreement of Limited Partnership of Borrower and the replacement of such general partner.

10. Borrower as a Limited Partnership: Upon the occurrence of an Event of Default, Lender shall give Borrower's limited partner notice of such Event of Default at the following address:

Centerline Investor LP LLC
c/o Centerline Capital Group, Inc.
625 Madison Avenue
New York, NY 10022
Attn: Andrew J.Weil

Any limited partner of Borrower may, but shall not be obligated to, cure any Event of Default by Borrower hereunder and for the purposes hereof such curative actions shall be considered the actions of the Borrower.

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

12. Rule of Construction: This note 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.

EDCOUCH HOUSING DEVELOPMENT, L.P.,
a Texas limited partnership

By: Aguila Village Housing GP LLC
a Texas limited liability company
Its General Partner

By: Rufino Contreras Affordable Housing Corporation, Inc.
a Texas non-profit corporation
Its Sole Managing Member

By: _____
Emilio J. Huerta, Secretary

Recorded On-2007-Dec-05 As-1833540

(4)

CHARGE TO: EDWARDS ABSTRACT
GF # 752262 - Vickie

2617001290

1833540

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OR RECORDED IN PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBORDINATE DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

HIDALGO COUNTY, TEXAS
&
EDCOUCH HOUSING DEVELOPMENT, L.P.

Date:	November 30, 2007
Borrower:	Edcouch Housing Development, L.P., a Texas limited partnership
Borrower's Mailing:	P.O. Box 62 29700 Woodford-Tehachapi Road Keene, California Attention: Emilio Huerta Facsimile No. (661) 823-9399 With a copy to: Edcouch Housing Development, L.P. 908 E. 5th Street Suite 201 Austin, Texas 78702 Facsimile No. (512) 474-5010
Trustee:	Jeffrey C. Baker

Trustee's Address:	5847 San Felipe Suite 1753 Houston, Texas 77057
Lender:	Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity
Lender's Address:	1916 Tesoro Blvd. Pharr, TX 78577 Fax (956) 787-5291 Attention: Diana R. Serna, Director

For value received and to secure payment of the Note (as hereinafter defined) and the Indebtedness (as hereinafter defined), Borrower hereby conveys the Property (as hereinafter defined) to Trustee in trust. Borrower warrants and agrees to defend the title to the Property. If Borrower performs all the covenants of this Deed of Trust, Security Agreement and Financing Statement (this "Deed of Trust") and pays the Note and the Indebtedness according to the terms of the Note, this Deed of Trust shall have no further effect, and Lender shall release it at Borrower's expense.

A. Indebtedness Secured: This conveyance is made, IN TRUST, to secure and enforce the payment of the following:

1. The Note. That Promissory Note dated of even date herewith in the original principal amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), executed by Borrower and payable to the order of Lender with a final maturity date as therein set forth (the "Note").

2. Renewals and Extensions. Any and all renewals and extensions of the Note, whether or not such renewals and extensions are evidenced in writing, and the liens under this Deed of Trust are cumulative of all other liens and security of any and every other kind or character whatsoever securing the Note.

3. Use. The proceeds of the Note shall be used for the construction of the improvement on the Property. The word "Indebtedness" shall mean the Note and all present and future debts, obligations and liabilities secured by this Deed of Trust.

B. Property:

As used in the Deed of Trust, the term "Property" shall mean all of Borrower's right, title and interest in and to the following:

1. Land. The fee estate in and to the real property more particularly described in Exhibit A, attached hereto and made a part hereof, together with all and singular the rights, titles,

interests, servitudes, hereditaments, prescriptions, profits, and advantages thereto in anywise belonging (all of the foregoing hereinafter collectively referred to as the "Land").

2. Improvements. Any and all buildings, structures, sidewalks, parking areas, fences, fixtures and other improvements, and any and all additions, alterations or appurtenances thereto now or hereafter placed or constructed upon the Land or any part thereof (collectively, the "Improvements").

3. Personal Property. All personal property of any kind (other than fixtures), as defined in Chapter 9 of the Texas Business and Commerce Code ("UCC"), now or hereafter located upon, within or about the Land and/or the Improvements, which are, or are intended to be, incorporated into the Improvements (collectively, the "Personalty").

4. Leases. All leases, subleases, licenses, concessions, contracts or other agreements, whether written or oral, now or hereafter in effect, which grant a possessory interest in and to or the right to use any portion of the Property, and all other agreements, such as utility contracts, maintenance agreements and service contracts, which in any way relate to the use, occupancy, development, operation, maintenance, enjoyment or ownership of the Property (collectively, the "Leases").

5. Rents. All consideration, whether money or otherwise, paid or payable by parties to the Leases (other than Borrower) for using, occupying, leasing, licensing, possessing, operating from, selling or otherwise enjoying the Property, and all rents, issues, income, profits, insurance proceeds, benefits and advantages of every nature whatsoever that arise, accrue or are derived from the Property pursuant to the Leases or any renewals thereof (collectively, the "Rents").

6. Additions. Additions, substitutions, replacements and revisions of and to and proceeds of any of the above-described property and all remainders therein.

C. Other Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to (i) taxes and other assessments, not yet due and payable, (ii) all matters evidenced by documents recorded in the Real Property Records of Hidalgo County, Texas, as of the date hereof, which affect the Property, (iii) and all matters that affect the Property that would be shown by a current survey of the Property ("Permitted Encumbrances").

D. Security Agreement:

1. Collateral. This Deed of Trust shall also constitute a security agreement under Chapter 9 of the UCC, subject only to the Permitted Encumbrances, with respect to the Personalty, the Leases and the Rents (all of the foregoing being hereinafter at times referred to as the "Collateral"), to the extent such Chapter 9 is applicable to any such Collateral. To this end, without limiting any of the provisions of this Deed of Trust, Borrower, as debtor, has granted, bargained, conveyed, assigned, transferred and set over, and by these presents does grant, bargain, convey, assign, transfer and set over unto Lender, as secured party, a security interest in all of Borrower's right, title and interest in and to the Collateral to secure the full and timely

payment of the Indebtedness.

2. Perfection. Borrower agrees to execute and deliver to Lender in the form and substance satisfactory to Lender such financing statements and such further assurances as Lender may from time to time consider necessary to create, perfect and preserve the security interest granted herein and Borrower shall cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to create, perfect and preserve such security interest.

3. Secured Party. Trustee, on Lender's behalf, as well as Lender, shall have all rights, remedies and recourses with respect to the Collateral afforded a "secured party" by Chapter 9 of the UCC in addition and not in limitation of the other rights, remedies and recourses afforded Lender and/or Trustee by this Deed of Trust.

4. Party in Possession. The security interest herein granted shall not be deemed or construed to constitute Trustee or Lender as a party in possession of the Property or to obligate Trustee or Lender to lease the Property, or to take any action, incur any expense, or perform any obligation whatsoever under any of the Leases or otherwise.

5. Remedies. During the existence of an Event of Default (as hereinafter defined):

(a) Trustee or Lender shall have, with regard to the Collateral, the remedies provided in this Deed of Trust and in the UCC. No such remedy granted by the UCC is or shall be deemed to be accepted, modified or waived in any manner by this Deed of Trust.

(b) Trustee and Lender shall be entitled to apply the proceeds of any disposition of any of the Collateral in the order set forth in the UCC, or, if allowed by the UCC, in the order set forth in this Deed of Trust. If the proceeds are not sufficient to pay the Indebtedness in full, Borrower shall remain liable for any deficiency.

(c) Notwithstanding anything herein to the contrary, Lender or Trustee (acting on Lender's behalf) may, to the extent permitted by applicable law and in lieu of proceeding under the UCC, dispose of the Collateral and other items of personal property covered by this Deed of Trust in accordance with Lender's rights and remedies under this Deed of Trust.

E. Borrower's Obligations: Borrower agrees to:

1. Good Repair. Keep the Property in good repair and condition;

2. Taxes. Pay all taxes and assessments on the property before past due and incurring penalty; provided, however, that Borrower shall not be required to pay and discharge or to cause to be paid and discharged any such tax and/or assessment so long as the validity thereof shall be contested in good faith by appropriate proceedings;

3. Priority. Preserve the lien's priority as it is established in this Deed of Trust until such time as the lien of this Deed of Trust is released or this Deed of Trust is amended and restated; and

4. Insurance. Maintain insurance policies in a form acceptable to Lender in Lender's reasonable determination.

Lender's Rights:

5. Appoint Trustee. Lender may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

6. Application of Proceeds. Unless an Event of Default then exists, Lender shall apply any proceeds received by Lender or Borrower under any insurance policy to repair or replace damaged or destroyed improvements covered by the applicable policy, and then the balance to reduce the amount outstanding on the Note.

7. Failure to Perform. If Borrower fails to perform any of Borrower's obligations hereunder and an Event of Default then exists, Lender may perform such obligations and be reimbursed by Borrower on demand at the place where the Note is payable for any reasonable sums paid, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.

8. Upon an Event of Default. If an Event of Default exists hereunder, Lender may:

(a) Declare the unpaid principal balance and earned interest on the Note immediately due and payable;

(b) Request Trustee to foreclose the lien evidenced by this Deed of Trust, in which case Lender or Lender's agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and

(c) Purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

F. Trustee's Duties: If requested by Lender to foreclose the lien evidenced by this Deed of Trust, Trustee shall:

1. Notice. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;

2. Sale of Property. Sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Borrower, subject to prior liens and to other exceptions to conveyance and warranty; and

3. Pay. From the proceeds of the sale, pay, in this order:

(a) Reasonable expenses of foreclosure;

(b) To Lender, the full amount of principal, interest, reasonable attorneys' fees, and other charges due and unpaid;

(c) Any amounts required by law to be paid before payment to Borrower; and

(d) To Borrower, any balance.

G. Event of Default: As used herein, the term "Event of Default" shall include the following:

1. Monetary. Any failure in the payment of any installment of the Indebtedness in accordance with the terms hereof, the Note, and/or any other document evidencing, governing or securing the Note (collectively, the "Loan Documents"), and such failure shall continue for a period of ten (10) days after the date due.

2. Non-Monetary. Any (i) failure to perform or breach of any of the covenants or obligations herein contained or contained in any of the other Loan Documents, and such continues thirty (30) business days after written notice thereof is delivered by Lender to Borrower; or (ii) any representation or warranty set forth herein or in any of the other Loan Documents is untrue or misleading in any material and detrimental way, and such continues thirty (30) business days after written notice thereof is delivered by Lender to Borrower.

3. Sale or Encumbrance. Borrower sells, conveys or transfers the Property without the prior written consent of Lender.

All notices delivered to Borrower shall be simultaneously delivered by Lender to Borrower's limited partner and Borrower's limited partner shall have the same opportunity to cure any defaults and/or Events of Defaults as afforded Borrower under this Deed of Trust and the other Loan Documents.

H. Representations, Warranties and Covenants: Borrower makes the following representations, warranties and covenants:

1. Organization and Powers. Borrower is duly organized and validly existing under the laws of the State of Texas. Borrower has the power and the authority to own the Property, to carry out its activities as now conducted by it and to execute, deliver and perform the Loan Documents.

2. Litigation. There is no action, suit or proceeding pending or, to the best of Borrower's knowledge, threatened before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, or in the condition, financial or otherwise, of Borrower, or

impair the ability of Borrower to perform its obligations under the Loan Documents. Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.

3. Existence and Properties. Borrower shall do or cause to be done all things necessary to preserve, renew and keep its existence in full force and effect, and comply in all material respects with all laws and regulations applicable to it.

4. Payment of Indebtedness. Borrower shall pay all of the Indebtedness when and as the same shall become due and payable.

5. Compliance with Laws. Borrower shall comply in all material respects with all laws, rules or regulations of any court, governmental or regulatory body applicable to Borrower or its properties.

6. Other Information. With reasonable promptness, Borrower shall provide Lender with such other information respecting the business, operations, properties, programs, projects or condition (financial or otherwise) of Borrower or the use of the proceeds of the Note as Lender may reasonably request, including the inspection of Borrower's property, books and records.

I. General Provisions:

1. Surrender Possession. If any of the Property is sold under this Deed of Trust, Borrower shall promptly surrender possession to the purchaser. If Borrower fails to do so, Borrower shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Election of Remedies. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

3. Inability to Secure. If this Deed of Trust cannot lawfully secure any portion of the Note, payments shall be applied first to discharge the unsecured portion.

4. Assignment of Rents and Leases. Borrower assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Borrower may as Lender's licensee collect rent and other income and receipts as long as no Event of Default exists. If an Event of Default exists, Lender may terminate Borrower's license to collect and then as Borrower's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Borrower's obligations under the Note and this Deed of Trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Borrower becomes a voluntary or involuntary

bankrupt, Lender's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

5. Savings Clause. Interest on the Indebtedness shall not exceed the Maximum Rate (as such term is defined in the Note); any interest in excess of the Maximum Rate shall be credited on the principal of the Indebtedness or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Indebtedness or, if the principal of the Indebtedness has been paid, refunded. All interest paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of the Indebtedness so that the amount of interest on account of the Indebtedness does not exceed the Maximum Rate. This provision overrides conflicting provisions in this Deed of Trust and/or the other Loan Documents.

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

7. Successors and Assigns. This Deed of Trust and the other Loan Documents shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

8. No Oral Agreements. THIS WRITTEN DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER.

9. Applicable Law. BORROWER AND LENDER HEREBY AGREE THAT (a) THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN TEXAS; AND (b) VENUE AND JURISDICTION FOR ANY JUDICIAL PROCEEDINGS WITH RESPECT TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS SHALL LIE IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted to be given hereunder and/or under any of the other Loan Documents shall be in writing, addressed to the other party as set forth on the first page of this Deed of Trust (or to such other address or person as either party or person entitled to notice may by notice to the other party specify), and shall be: (a) personally delivered; (b) delivered by Federal Express or other comparable overnight delivery service; or (c) transmitted by United States certified mail, return receipt requested with postage prepaid. Unless otherwise specified, all notices and other communications shall be deemed to have been duly given on the first to occur of actual receipt of the same or: (i) the date of delivery if personally delivered; (ii) one (1) business day after depositing the same with the delivery service if by overnight delivery service;

and (iii) three (3) business days following posting if transmitted by mail. If notice is sent to Borrower, a copy shall be simultaneously sent to Locke Lord Bissell & Liddell LLP, 100 Congress Avenue, Suite 300, Austin, Texas 78701, Attention: Richard D. Morrow, Esq., and to Borrower's limited partner Centerline Investor LP LLC, its successors and/or assigns c/o Centerline Capital Group Inc., 625 Madison Avenue, New York, New York 10022, Attention: Andrew J. Weil.

11. The lien created by this Deed of Trust, and the terms and provisions of this Deed of Trust and all other documents governing, securing or evidencing the Note, are subordinate to the lien and the documents securing the payment of that certain Promissory Note in the stated principal amount of One Million Nine Hundred Thousand Dollars and No Cents ($1,900,000.00) and a permanent mortgage loan for One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) dated November 30, 2007, executed by Borrower for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank" and "Senior Lender"), and recorded in the Real Property Records of Hidalgo County, Texas.

This is a "Construction Mortgage" within the meaning of Sections 9.105(a)(10) and 9.313(a)(3) of the "Uniform Commercial Code-Secured Transactions" of the State of Texas. This instrument secures an obligation for the construction of an improvement of land including the acquisition of the land.

This Deed of Trust is executed to be effective as of the date first set forth above.

Borrower:
Edcouch Housing Development, L.P.
a Texas limited partnership

By: Aguila Village Housing GP LLC
a Texas limited liability company
Its General Partner

By: Rufino Contreras Affordable Housing Corporation, Inc.,
a Texas non-profit corporation
Its Sole Managing Member

By: _____
Emilio J. Huerta, Secretary

Recorded On-2007-Dec-05 As-1833540

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On November 28, 2007, before me Shari Diefenderfer, a Notary Public, personally appeared Emilio J. Huerta, Secretary of the Rufino Contreras Affordable Housing Corporation, Inc., a Texas non-profit corporation, the sole member of Aguila Village Housing GP, LLC, a Texas limited liability company, the general partner of Edcouch Housing Development, L.P., a Texas limited partnership

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHARI DIEFENDERFER
Commission # 1773142
Notary Public - California
Kern County
My Comm. Expires Oct 14, 2011

WITNESS my hand and official seal.

Shari Diefenderfer
Signature of Notary Public

Recorded On-2007-Dec-05 As-1833540

EXHIBIT A

LEGAL DESCRIPTION

Tract 2

A 8.324 acre tract of land out of Farm Tract 554, West Tract Subdivision, Hidalgo County, Texas, as per map recorded in Volume 2, Pages 34-37 Map Records of Hidalgo County, Texas, said 8.324 acre tract of land being out of the same land described in a Warranty Deed with Vendor's Lien recorded in Document No. 880936, Official Records of Hidalgo County, Texas, and is also being more particularly described by metes and bounds as follows:

Commencing at a ½" rod found at the Southwest corner of Farm Tract 554 for the Southwest corner of this tract of land and the POINT OF BEGINNING, said Southwest corner being within Mile 16 road right-of-way;

THENCE North, with the West line of said Farm Tract 554 being within a drainage ditch, at 20.0' pass the North right-of-way line of said Mile 16 Road, at 617.89' in all to the Northwest corner of this tract of land;

THENCE East, at 25.00 feet pass a ½" rod set for reference, at 680.60' in all to a ½" iron rod set for the Northeast corner of this tract of land;

THENCE South, a distance of 115.02' to a ½" rod set at the Western boundary of the Elvira Lynch Tract (Doc # 880936 O.R) for corner of this tract of land;

THENCE South 37°55'00" West, a distance of 124.34 feet to a ½" rod set for a corner of this tract of land;

THENCE S 19°49'00" W, continuing with said Western boundary a distance of 62.30' to a corner of this tract of land;

THENCE S 16°44'27" W continuing with said Western boundary, a distance of 221.25' to a ½" rod set for a corner of this tract of land;

THENCE South, at 114.30' pass a ½" rod set at the North right-of-way line of said Mile 16 Road, at 134.30' in all to a nail set at the South boundary line of said Farm Tract 554 for the Southeast corner of this tract of land;

THENCE West, with the South line of said Farm Tract 554, a distance of 519.63' to the POINT OF BEGINNING, containing 8.324 acres of land more or less.

Return to
COMMONWEALTH LAND TITLE
11 GREENWAY PLAZA
SUMMIT TOWER, SUITE 120
HOUSTON TEXAS 77046

Irma Garza

From: "Compliance" <Compliance@nfwsc.org>
To: "'Irma Garza'" <igarza@bizrgv.rr.com>
Cc: "'Robin Raida'" <robinr@nfwsc.org>
Sent: Friday, March 19, 2010 3:41 PM
Attach: Hidalgo Loan Extension Request.pdf
Subject: FW: Extension Request

Irma,

Attached is the extension request. Steve will be receiving the hard copy. Thank you for your patience.

Ulises Bramasco
Housing Compliance Monitor
National Farm Workers Service Center, Inc.
2500 Merced Street
Fresno, CA 93271
Office: (559) 497-0164 ext. 102
Fax: (559) 497-8335
Email: compliance@nfwsc.org

From: Robin Raida [mailto:robinr@nfwsc.org]
Sent: Friday, March 19, 2010 1:35 PM
To: 'Compliance'
Subject: Extension Request

Here is the extension request for the Hidalgo County Loan. Please forward ASAP.

Thank you,

Robin

Robin Raida
Asset Manager
National Farm Workers Service Center
316 West Second Street, Suite 600
Los Angeles, CA 90012
213-362-0260 ext. 230
213-362-0265 fax
robinr@nfwsc.org

Please note that we have moved to a new location!

AI-20560 **15.B.**

Street Improvements - Pct. #3

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Luna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting consideration and action to award and enter into a construction contract with Total Commitment, LLC, in the amount of $369,647.00, for street improvements in Hidalgo County Precinct No. 3 utilizing Urban County Program Year 20 (2007), Year 21 (2008) & Year 22 (2009) Street Improvement funds.

BACKGROUND

Bid opening was on March 24, 2010 and the recommended bidder that meets all specifications and/or requirements is Total Commitment, LLC. The project consists of street construction in Citrus Shadows Subdivision, Los Niños Subdivision, Stewart Palms Subdivision, & Val Verde Subdivision in the Precinct No. 3 area. See attached bid tabulation and recommendation by project engineer, Javier Hinojosa.

Contract Amount: $369,647.00 Total Commitment, LLC

Funds Available: $ 5,625.88 Year 20 (2007) Precinct No. 3 Street Improvement funds
$ 329,310.00 Year 21 (2008) Precinct No. 3 Street Improvement funds
$ 828,870.27 Year 22 (2009) Precinct No. 3 Street Improvement funds
$1,163,806.15 TOTAL

UCP Contact: Monica Luna

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 20 (2007), Year 21 (2008) & Year 22 (2009) Precinct No. 3 Street Improvement funds for this project.

Contract Amount: $ 369,647.00
Funds Available: $1,163,806.15

Attachments

Link: street improvements bids

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/25/2010 01:40 PM	APRV
2	Perla Lopez	Perla Lopez	03/26/2010 02:34 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber

Started On: 03/25/2010 12:51 PM

Final Approval Date: 03/26/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: MARCH 24, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: PRECINCT NO. 3 STREET IMPROVEMENTS – CITRUS SHADOWS SUBDIVISION, LOS NIÑOS SUBDIVISION, STEWART PALMS SUBDIVISION, & VAL VERDE SUBDIVISION

BID NO: 5008/09-93-0311-5000-9300-MB | **PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE	RECEIPT OF ADDENDUM 1 & 2
#1	VALLEY PAVING, INC.	-	$ 481,375.00	BID BOND INCLUDED	ACKNOWLEDGED RECEIPT OF ADDENDUM #1
#2	TOTAL COMMITMENT, LLC	-	$ 369,647.00	BID BOND INCLUDED	ACKNOWLEDGED RECEIPT OF ADDENDUM #1
#3	MF CONSTRUCTION INC	-	$ 463,551.90	BID BOND INCLUDED	ACKNOWLEDGED RECEIPT OF ADDENDUM #1
#4	OG CONSTRUCTION	-	$ 480,370.00	BID BOND INCLUDED	ACKNOWLEDGED RECEIPT OF ADDENDUM #1
#5	JM CONSTRUCTION	-	$ 432,200.00	BID BOND INCLUDED	ACKNOWLEDGED RECEIPT OF ADDENDUM #1
#6	SASCON INC.	-	$408,467.50	BID BOND INCLUDED	ACKNOWLEDGED RECEIPT OF ADDENDUM #1
#7					

CONSTRUCTION CONTRACT

This Agreement, entered into this **30th** day of **March** 20**10** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Hidalgo County Precinct No. 3** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Total Commitment, LLC** (a corporation) of **Mission**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME:	**Precinct No. 3 Street Improvements**
PROJECT #:	**5008/09-93-0311-5000-9300-MB**
PROJECT DESCRIPTION:	**Hidalgo County Precinct No. 3 Street Improvements - Citrus Shadows Subdivision, Los Niños Subdivision, Stewart Palms Subdivision & Val Verde Subdivision**

hereinafter called the project, for the sum of **($369,647.00) Three Hundred Sixty Nine Thousand, Six Hundred Forty Seven Dollars and Zero Cents** and all extra work in connection therewith, under the terms as 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, Supplemental General Conditions and Special Conditions of the contract, the–plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Total Commitment, LLC

Address: 11435 North Bryan Road
Mission, Texas 78572

Fed. I.D. #/S.S: 84-1657330

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

Witness:

_____

Urban County Program:

_____
Diana R. Serna
Urban County Director

AI-20553 **15.C.**

Library equipment purchase - City of Penitas

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Carlos Jasso
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Peñitas is requesting authority to purchase library equipment for the new library through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Key Enterprises (contract #262-07) in the amount of $42,360.06 (quote attached hereto) to include fees and accessories. City of Penitas UCP Year 22 (2009) Public Facilities Income funds will be utilized.

BACKGROUND

The library equipment will consist of four (4) 48” Round Tables, fifty (50) Adult chairs, three (3) 24” Children's Wooden Tables, sixteen (16) Children Library Chairs, one (1) Executive Conference Table, Fourteen (14) Executive Chairs, ten (10) 82” Bookshelves, five (5) Single-Sided 36” Bookshelves, one (1) 48” Magazine/newspaper Racks with three add-on units, two (2) T.V stands, one (1) 12X10 Round Carpet, four (4) Large Beanbags. All the equipment will provide for education programs, current events activities and reading programs for residents of the City of Penitas. Purchase includes warranties, customer assistance, delivery, co-op fees accessories. Delivery is expected within 3 to 6 weeks.

Vendor: Key Enterprises
Purchase Amount: $42,360.06
Funds Available: $42,352.62 Year 22 (2009) Peñitas Public Facilities Program Income Funds
$ 7.44 City of Peñitas General Fund

UCP Contact: Carlos Jasso / Monica Luna

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) City of Penitas Public Facilities Income funds for the purchase of library equipment.

Attachments

Link: new library equip

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/25/2010 07:07 AM	APRV
2	Perla Lopez	Perla Lopez	03/25/2010 08:18 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber Started On: 03/24/2010 03:58 PM

Final Approval Date: 03/26/2010

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Juan Ortiz
City Secretary Dina Garcia

CITY OF PEÑITAS

March 23, 2010

Fax 956-787-5291

Ms. Monica Luna, CDBG Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Ref: Request for placement of quotes on County commissioners agenda for City library

Dear Ms. Luna:

This letter is to request your assistance for placement of quotes for equipment and items for the City's library in the amounts of $42,360.06 for the enxt County Commissioners Court meeting and the City of Penitas will pay the difference of $7.44 for this purchase. Let me know if you have any questions. Thank you for your assistance.

Sincerely

Juan Ortiz
City Administrator

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: City of Peñitas **Person Contacted:** Amanda Mauldin

VENDOR #1 **Name:** Key Enterprises **Contract No. :** 262-07.2 **Phone:** 512-246-9776

Quantity	Description of Items	Price per Unit	Total Amount
4	48" Round Tables	651.11	2604.44
50	Adult Library chairs	360.00	18000.00
3	24" Childrens Wooden Tables	388.50	1165.50
16	Children Library Chairs	418.30	6692.80
1	Executive Conference Tables	Base: 652.80 Top:	1353.20
14	Executive Chairs	100.31	1404.34
10	Single-Sided 82" Bookshelves	444.10	4441.00
5	Single-Sided 36" Bookshelves	420.98	2104.90
1	48" Magazine/newspaper Racks (includes a starter unit with 3 add-on units)	3112.88	3112.88
2	TV Stands	115.00	230.00
1	12x10 Round Carpet	364.75	364.75
4	Large Beanbags	58.36	233.45
0	Lamp Tables	0	0
	TOTAL:		$42,360.86 Error 42,360.00

* NO bids on (1) Circular Desk, (2) Lazy Boy Recliners, and (2) Lamps

Recommendation:

Requested by: Juan Ortiz **Date** 03/16/2010 **UCP Approval:** 3/24/10 Date

Carlos Jasso

From: Amanda Mauldin [amanda@keyenterprises.com]
Sent: Tuesday, March 23, 2010 10:35 AM
To: cjasso@bizrgv.rr.com
Subject: RE: Price Proposal Contract 262-07.2/ City of Penitas, Texas

Hi Carlos,

The price **per unit** that you listed for each line item below is correct. The quoted prices ARE under BuyBoard contract and also include delivery (freight) AND installation.

I look forward to working with The City of Penitas on this project! Please let me know if you have any further questions or if I can help in any other way.

Sincerely,

Amanda Mauldin
Account Executive
KEY Enterprises
(512) 402-8714 Office
(512) 757-2271 Cell
(512) 246-9786 Fax
www.keyenterprises.com

From: Carlos Jasso [mailto:cjasso@bizrgv.rr.com]
Sent: Tuesday, March 23, 2010 9:38 AM
To: amanda@keyenterprises.com
Subject: Price Proposal Contract 262-07.2/ City of Penitas, Texas

Good Morning Amanda,

Here is the information:

Qty.	Description of Items	Price Per Unit	Total Amount
4	48" Round Tables	651.11	2604.44
50	Adult Library Chairs	360.00	18000.00
3	24" Childrens Wooden Tab.	388.50	1165.50
16	Children Library Chairs	418.30	6692.80
1	Executive Conference Tab.	Base Top	652.80/1353.20 = $2006.00
14	Executive Chairs	100.31	1404.34
10	Single-Sided 82" Bookshelves	444.10	4441.00
5	Single-Sided 36" Bookshelves	420.98	2104.90
1	48" Magazine/newspaper Racks	3112.88	3112.88
2	T.V Stands	115.00	230.00
1	12X10 Round Carpet	364.75	364.75
4	Large Beanbags	58.36	233.45
0	Lamp Tables		

Total: 43,360.36 (.06)

Can you please advise me if the items are under contract? (price)
On Executive Conf. Table what does BASE TOP mean?

Thanks,
Carlos Jasso
Program Coordiantor I
956-787-8127 Ext. 101

Vendor Contract Information

Proposal Documents Back

Vendor: KEY Enterprises
Address: 3000 Joe Di Maggio #95
Round Rock, TX 78664
Phone: (512) 246-9776
Contact: Ken Yerrington
Email: ken@keyenterprises.com
Website: www.keyenterprises.com
Federal ID: 30-0355235
Accepts RFQs: Yes
Contract: School, Office, Science, Library & Dorm. Furniture #262-07
Effective Date: 4/1/2007
Expiration Date: 3/31/2010
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 262-07
Regions Served: All Texas Regions
States Served: Texas
Return Policy: Must call for return authorization.

[Log Out]

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Current BuyBoard Vendors

School, Office, Science, Library & Dorm. Furniture #262-07 — Expires: 3/31/2010

**A. Bargas & Associates	Buckstaff Company	Community Playthings
Computer Comforts	Cultural Surroundings	Educator's Depot
Ergogenesis, LLC	Indeco Sales, Inc.	**Intelligent Interiors, Inc.
Interior Concepts Corporation	International Library Furniture Co., Inc.	Irwin Seating Company
J & S Equipment Company	**J.R., Inc.	KEY Enterprises
Krueger International, Inc.	Mity-Lite, Inc.	Nightingale Corp.
Nova Solutions, Inc.	Office Design Concepts, LLC	Office Furniture for Less
Palmer Hamilton, LLC	Sauder Manufacturing Co.	School Specialty, Inc. (Furniture, Gym)
Sheldon Laboratory Systems	**ShuttleSystem Div of Synsor	SIS-USA, Inc.
Smith System Mfg.	South Texas School Furniture	**Southern Aluminum Mfg., Inc.
Southwest Contract	Spectrum Industries, Inc.	**TechCenter Design, Inc.
**Texas Furniture Source, Inc.	The Edu-Source Corp.	The Worden Company
Virco Sales Corporation	**We Bid Furniture, Inc.	**Worthington Contract Furniture
Worthington Direct		

Sewer Inspection & Cleaning Equipment #270-07 — Expires: 9/30/2010

Aries Industries, Inc.	Balar Equipment	CLS Sewer Equipment Co., Inc.
Cyclops Electronics, Inc.	ELXSI dba Cues	Equipment Southwest
Green Equipment Company (Sewer Inspection	Hi-Way Equipment Company, Inc.	Kinloch Equipment & Supply, Inc.
Texas Underground, Inc.	Vac-Con, Inc.	Vactor Manufacturing, Inc.

Stage Curtains & Lighting & Stage & Stadium Sound Systems — Expires: 10/31/2012

AVES Audio Visual Systems, Inc.	B & H Photo-Video Pro Audio, Inc.	Balco Systems
Batts Audio, Video & Lighting	Costumes by Dusty	H O Enterprises
Infinity Sound Ltd.	Melhart Music Center	N Tune Music & Sound, Inc.
Norcostco/Texas Costume, Inc.	NorthEast Stage	StageLight, Inc.
StageRight Corporation	**Texas Media Systems	

Street Sweepers #271-07 — Expires: 9/30/2010

Cooper Equipment Company	Elgin Sweeper Company	Equipment Southwest
Hi-Way Equipment Company, Inc.	TYMCO, Inc.	

AI-20548 **15.D.**

Reallocate surplus funds - HOME Division

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting approval to reallocate surplus funds in the amount of $10,000 from the FY 03 CHDO Contract between Community Hope Projects, Inc. and the Urban County Program into the FY 03 HOME Owner Occupied Rehabilitation fund balance.

2. Requesting approval to reallocate surplus funds in the amount of $12,862.72 from the FY 04 CHDO Contract between Housing Plus, Inc. and the Urban County Program into the FY 04 Owner Occupied Rehabilitation fund balance.

BACKGROUND

Community Hope Projects, Inc., now known as Spirit of Faith Housing, has completed construction of all units under the FY 03 contract. Additionally, Housing Plus, Inc. has also completed construction of all units under the FY 04 contract. A small surplus balance remains within each line item. The Urban County Program respectfully requests that the funds in the amount of $22,862.72, be re-allocated into the Owner Occupied Rehabilitation fund balance in order to assist in the reconstruction of single-family residential units within the County of Hidalgo.

UCP Contact: Michelle Mendoza

Fiscal Impact

Attachments

Link: reallocate funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/25/2010 07:06 AM	APRV
2	Perla Lopez	Perla Lopez	03/26/2010 07:45 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 03/24/2010 03:44 PM

Final Approval Date: 03/26/2010

RUN DATE: 03/12/10
PAGE: 1
SYS DATE: 02/28/10
TIME: 10:31

URBAN COUNTY PROGRAM-HOME 2003

STATEMENT OF EXPENDITURES

AS OF 02/28/10

	ORIG BUDGET	BUDGET AMD	PROJ. TRANSF.	AMENDED BUDGET	CURRENT MONTH	PROJ-TO-DATE	ENCUMBRANCES	BUD BALANCE
HOME 2003 - C.H.D.O.'S								
6003-12-6200-5000-0000 C.H.D.O.'S	1,659,000.00	(41,799.88)	(1,617,200.12)	0.00	0.00	0.00	0.00	0.00
6003-12-6201-5000-0000 CHDO OPERATION	15,000.00	(15,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6202-5225-0000 PROYECTO AZTECA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6202-5225-4779 JOSE H. SAENZ/MARTHA SAAVEDRA	0.00	0.00	27,316.09	27,316.09	0.00	27,316.09	0.00	0.00
6003-12-6202-5225-4780 FRANCISCA DELGADO #4780	0.00	0.00	25,547.92	25,547.92	0.00	25,547.92	0.00	0.00
6003-12-6202-5225-4781 FELIPE N CHAVEZ/ELIZABETH REYE	0.00	0.00	24,823.22	24,823.22	0.00	24,823.22	0.00	0.00
6003-12-6202-5225-4782 MARIA ZAMORA #4782	0.00	0.00	26,977.52	26,977.52	0.00	26,977.52	0.00	0.00
6003-12-6202-5225-4783 MONICA D BORREGO/FRANCISCO VIL	0.00	0.00	27,234.32	27,234.32	0.00	27,234.32	0.00	0.00
6003-12-6202-5225-4784 GILBERTO VILLALPANDO/RAMONA VI	0.00	0.00	26,334.56	26,334.56	0.00	26,334.56	0.00	0.00
6003-12-6202-5225-4785 JANETTE RANGEL/VALERIO CAVAZOS	0.00	0.00	27,302.94	27,302.94	0.00	27,302.94	0.00	0.00
6003-12-6202-5225-4786 ANGELICA PEREZ #4786	0.00	0.00	24,055.18	24,055.18	0.00	24,055.18	0.00	0.00
6003-12-6202-5225-4787 ESMERALDA BOTELLO #4787	0.00	0.00	25,955.72	25,955.72	0.00	25,955.72	0.00	0.00
6003-12-6202-5225-4804 JOSE/BELEM GUTIERREZ #4804	0.00	0.00	21,639.72	21,639.72	0.00	21,639.72	0.00	0.00
6003-12-6202-5225-4805 JORGE/ROCIO MIRELES #4805	0.00	0.00	25,404.17	25,404.17	0.00	25,404.17	0.00	0.00
6003-12-6202-5225-4806 JOEL ROQUE/ANDREA PORTILLO 480	0.00	0.00	19,697.50	19,697.50	0.00	19,697.50	0.00	0.00
6003-12-6202-5225-4852 JESUS & MARIA DE LA CRUZ #4852	0.00	0.00	28,046.44	28,046.44	0.00	28,046.44	0.00	0.00
6003-12-6202-5225-4863 CATARINO YADO & MARIA FLORES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6202-5225-4864 GRICELDA RAMIREZ #4864	0.00	0.00	24,984.53	24,984.53	0.00	24,984.53	0.00	0.00
6003-12-6202-5225-4899 MARIA MAGDALENA TREVINO #4899	0.00	0.00	26,547.06	26,547.06	0.00	26,547.06	0.00	0.00
6003-12-6202-5225-4901 MACARIO ESCOBEDO/MARIA COLUGNA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6202-5225-4919 MARTHA/MIGUEL BUSTAMANTE #4919	0.00	0.00	26,778.11	26,778.11	0.00	26,778.11	0.00	0.00
6003-12-6202-5225-4920 PERLA ZUNIGA/LUIS CEDILLO 4920	0.00	0.00	27,933.05	27,933.05	0.00	27,933.05	0.00	0.00
6003-12-6202-5225-5012 PROYECTO AZTECA #5012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6202-5225-5116 MOISES CASTILLO #5116	0.00	0.00	27,057.97	27,057.97	0.00	27,057.97	0.00	0.00
6003-12-6202-5225-5126 DOLORES GARZA #5126	0.00	0.00	26,935.37	26,935.37	0.00	26,935.37	0.00	0.00
6003-12-6202-5225-5130 RAUL/MARIA GONZALEZ #5130	0.00	0.00	27,612.12	27,612.12	0.00	27,612.12	0.00	0.00
6003-12-6202-5225-5131 JESUS M. GONZALEZ #5131	0.00	0.00	10,500.00	10,500.00	0.00	10,500.00	0.00	0.00
6003-12-6202-5225-5445 BEATRIZ CAMPA #5445	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00	0.00
6003-12-6202-5225-5754 MANUEL FLORES #5754	0.00	0.00	859.88	859.88	0.00	859.88	0.00	0.00
6003-12-6202-5225-5755 CARLOS/SARA GARCIA #5755	0.00	0.00	14,453.14	14,453.14	0.00	14,453.14	0.00	0.00
6003-12-6202-5225-5959 MARIA MEDINA #5959	0.00	0.00	5,378.25	5,378.25	0.00	5,378.25	0.00	0.00
6003-12-6202-5225-6018 KENYA RUIZ #6018	0.00	0.00	1,125.22	1,125.22	0.00	1,125.22	0.00	0.00
6003-12-6203-5225-0000 RUFINO CONTRERAS AFFORDABLE HO	0.00	115,000.00	(115,000.00)	0.00	0.00	0.00	0.00	0.00
6003-12-6203-5225-6016 RUFINO CONTRERAS AFFORDABLE	0.00	0.00	115,000.00	115,000.00	0.00	115,000.00	0.00	0.00
6003-12-6204-5225-0000 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	(406.59)	406.59	0.00	0.00	0.00	0.00	0.00
6003-12-6204-5225-5232 STEDC INC #5232	0.00	0.00	49,995.21	49,995.21	0.00	49,995.21	0.00	0.00
6003-12-6204-5225-5233 STEDC-MARCO TIRADO #5233	0.00	0.00	49,910.52	49,910.52	0.00	49,910.52	0.00	0.00
6003-12-6204-5225-5234 STEDC INC #5234	0.00	0.00	44,085.20	44,085.20	0.00	44,085.20	0.00	0.00
6003-12-6204-5225-5235 STEDC INC #5235	0.00	0.00	49,972.40	49,972.40	0.00	49,972.40	0.00	0.00
6003-12-6204-5225-5793 STED #5793	0.00	0.00	5,630.08	5,630.08	0.00	5,630.08	0.00	0.00
6003-12-6205-5225-0000 HOUSING PLUS, INC	0.00	(53,899.76)	53,899.76	0.00	0.00	0.00	0.00	0.00
6003-12-6205-5225-4831 HOUSING PLUS, INC	0.00	0.00	26,866.67	26,866.67	0.00	26,866.67	0.00	0.00
6003-12-6205-5225-4832 HOUSING PLUS, INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6205-5225-4833 HOUSING PLUS, INC	0.00	0.00	26,783.51	26,783.51	0.00	26,783.51	0.00	0.00
6003-12-6205-5225-4834 HOUSING PLUS, INC	0.00	0.00	26,866.67	26,866.67	0.00	26,866.67	0.00	0.00
6003-12-6205-5225-4835 HOUSING PLUS, INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6205-5225-4836 HOUSING PLUS, INC	0.00	0.00	26,783.51	26,783.51	0.00	26,783.51	0.00	0.00
6003-12-6206-5225-0000 COMMUNITY HOPE PROJECTS INC	0.00	(115,000.00)	125,000.00	10,000.00	0.00	0.00	0.00	10,000.00
6003-12-6206-5225-5247 COMMUNITY HOPE PROJECTS #5247	0.00	0.00	12,500.00	12,500.00	0.00	12,500.00	0.00	0.00
6003-12-6206-5225-5248 COMMUNITY HOPE PROJECTS #5248	0.00	0.00	22,500.00	22,500.00	0.00	22,500.00	0.00	0.00
6003-12-6206-5225-5249 COMMUNITY HOPE PROJECTS #5249	0.00	0.00	22,500.00	22,500.00	0.00	22,500.00	0.00	0.00
6003-12-6206-5225-5250 COMMUNITY HOPE PROJECTS #5250	0.00	0.00	17,500.00	17,500.00	0.00	17,500.00	0.00	0.00

URBAN COUNTY PROGRAM-HOME 2003

STATEMENT OF EXPENDITURES

AS OF 02/28/10

6003-12-6206-5225-5250 COMMUNITY HOPE PROJECTS #5250	ORIG BUDGET	BUDGET AMD	PROJ. TRANSF.	AMENDED BUDGET	CURRENT MONTH	PROJ-TO-DATE	ENCUMBRANCES	BUD BALANCE
6003-12-6208-5225-0000 COMMUNITY DEVELOPMENT CORPORAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6208-5225-4826 GEORGE JR/CLAUDIA QUIROGA#4826	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00
6003-12-6208-5225-4828 VERONICA TOSTADO #4828	0.00	0.00	28,218.00	28,218.00	0.00	28,218.00	0.00	0.00
6003-12-6208-5225-4829 MARIA C. CAMPOS #4829	0.00	0.00	21,916.00	21,916.00	0.00	21,916.00	0.00	0.00
6003-12-6208-5225-4866 MARIVEL GONZALEZ #4866	0.00	0.00	6,500.00	6,500.00	0.00	6,500.00	0.00	0.00
6003-12-6208-5225-4888 MELINA TORRES #4888	0.00	0.00	6,500.00	6,500.00	0.00	6,500.00	0.00	0.00
6003-12-6208-5225-4889 EDNA MOYA #4889	0.00	0.00	22,220.00	22,220.00	0.00	22,220.00	0.00	0.00
6003-12-6208-5225-4890 JOSE & YESENIA COLUNGA #4890	0.00	0.00	16,049.00	16,049.00	0.00	16,049.00	0.00	0.00
6003-12-6208-5225-4891 OSCAR&ELIZABETH QUIROGA #4891	0.00	0.00	22,222.00	22,222.00	0.00	22,222.00	0.00	0.00
6003-12-6208-5225-5132 SIMON/ERICA BANDA #5132	0.00	0.00	15,690.00	15,690.00	0.00	15,690.00	0.00	0.00
6003-12-6208-5225-5133 NORMA SILGUERO #5133	0.00	0.00	30,239.00	30,239.00	0.00	30,239.00	0.00	0.00
6003-12-6208-5225-5134 MARITZA CAMPOS #5134	0.00	0.00	11,846.00	11,846.00	0.00	11,846.00	0.00	0.00
6003-12-6208-5225-5213 SARAH BLACKBURN #5213	0.00	0.00	25,294.00	25,294.00	0.00	25,294.00	0.00	0.00
6003-12-6208-5225-5227 JUAN GARCIA #5227	0.00	0.00	28,221.00	28,221.00	0.00	28,221.00	0.00	0.00
6003-12-6208-5225-5228 REYBER DELGADO #5228	0.00	0.00	23,992.50	23,992.50	0.00	23,992.50	0.00	0.00
6003-12-6208-5225-5229 MARIA GARCIA #5229	0.00	0.00	28,221.00	28,221.00	0.00	28,221.00	0.00	0.00
6003-12-6208-5225-5230 ANGEL YBARRA #5230	0.00	0.00	16,175.00	16,175.00	0.00	16,175.00	0.00	0.00
6003-12-6208-5225-5403 CARLOS/LILIANA GOMEZ #5403	0.00	0.00	36,548.00	36,548.00	0.00	36,548.00	0.00	0.00
6003-12-6208-5225-5404 MARIA L. RODRIGUEZ #5404	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00
6003-12-6208-5225-5413 GERARDO CANO #5413	0.00	0.00	14,696.50	14,696.50	0.00	14,696.50	0.00	0.00
6003-12-6208-5225-5436 FELIX SANCHEZ #5436	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6208-5225-6013 JOSE/MARIA MARTINEZ #6013	0.00	0.00	3,452.00	3,452.00	0.00	3,452.00	0.00	0.00
6003-12-6209-5225-0000 SOUTHERN RIO SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6003-12-6209-5225-4947 SOUTHER RIO SERVICES #4947	0.00	0.00	26,010.27	26,010.27	0.00	26,010.27	0.00	0.00
6003-12-6209-5225-5109 RENE RIVERA #5109	0.00	0.00	73,989.73	73,989.73	0.00	73,989.73	0.00	0.00
SUB-TOTAL (CHDO'S)	1,674,000.00	(111,106.23)	0.00	1,562,893.77	0.00	1,552,893.77	0.00	10,000.00

URBAN COUNTY PROGRAM-HOME 2004

STATEMENT OF EXPENDITURES

AS OF 02/28/10

	ORIG BUDGET	BUDGET AMD	PROJ. TRANSF.	AMENDED BUDGET	CURRENT MONTH	PROJ-TO DATE	ENCUMBRANCES	BUD BALANCE
HOME 2004 C.H.D.O.'S								
6004 12 6200 0000 0000 C.H.D.O.'S	1,492,680.00	44,727.43	(1,537,407.43)	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 0000 PROYECTO AZTECA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 5012 PROYECTO AZTECA #5012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 5131 JESUS M. GONZALEZ #5131	0.00	0.00	13,198.32	13,198.32	0.00	13,198.32	0.00	0.00
6004 12 6202 5225 5135 BENITA/ARTEMIO GARCIA #5135	0.00	0.00	27,500.00	27,500.00	0.00	27,500.00	0.00	0.00
6004 12 6202 5225 5137 MARIA/ANGEL ARCINIEGA #5137	0.00	0.00	32,494.45	32,494.45	0.00	32,494.45	0.00	0.00
6004 12 6202 5225 5140 JAVIER/GUADALUPE SANCHEZ #5140	0.00	0.00	25,880.65	25,880.65	0.00	25,880.65	0.00	0.00
6004 12 6202 5225 5141 JESUS/MARIA SALAZAR #5141	0.00	0.00	28,397.04	28,397.04	0.00	28,397.04	0.00	0.00
6004 12 6202 5225 5144 RAFAEL/FRANCISCA QUILANTAN #51	0.00	0.00	28,207.57	28,207.57	0.00	28,207.57	0.00	0.00
6004 12 6202 5225 5145 MARIO/ANA SOTO #5145	0.00	0.00	26,531.94	26,531.94	0.00	26,531.94	0.00	0.00
6004 12 6202 5225 5146 JOAQUIN/ROSA RIOJAS #5146	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 5148 ROSA M PARDRON #5148	0.00	0.00	27,439.50	27,439.50	0.00	27,439.50	0.00	0.00
6004 12 6202 5225 5150 FRANCISCO/ANGELICA SERNA #5150	0.00	0.00	27,357.65	27,357.65	0.00	27,357.65	0.00	0.00
6004 12 6202 5225 5160 MARIA D. GARCIA #5160	0.00	0.00	29,219.75	29,219.75	0.00	29,219.75	0.00	0.00
6004 12 6202 5225 5161 ARMANDO DURAN #5161	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 5162 YESENIA GARCIA #5162	0.00	0.00	28,465.27	28,465.27	0.00	28,465.27	0.00	0.00
6004 12 6202 5225 5168 JOSE LOPEZ/JESSICA CANTU #5168	0.00	0.00	24,241.27	24,241.27	0.00	24,241.27	0.00	0.00
6004 12 6202 5225 5169 MARIA PANTOJA #5169	0.00	0.00	26,066.55	26,066.55	0.00	26,066.55	0.00	0.00
6004 12 6202 5225 5170 JUAN/OFELIA PADILLA #5170	0.00	0.00	27,455.58	27,455.58	0.00	27,455.58	0.00	0.00
6004 12 6202 5225 5174 EDUARDO/SARA HERRERA #5174	0.00	0.00	28,824.34	28,824.34	0.00	28,824.34	0.00	0.00
6004 12 6202 5225 5175 ESMERALDA GONZALEZ	0.00	0.00	35,119.38	35,119.38	0.00	35,119.38	0.00	0.00
6004 12 6202 5225 5192 JORGE/GLORIA TOBON #5192	0.00	0.00	27,225.50	27,225.50	0.00	27,225.50	0.00	0.00
6004 12 6202 5225 5207 MARIA/GUADALUPE BALBOA #5207	0.00	0.00	30,311.57	30,311.57	0.00	30,311.57	0.00	0.00
6004 12 6202 5225 5438 LETICIA/LUIS HERRERA #5438	0.00	0.00	27,819.79	27,819.79	0.00	27,819.79	0.00	0.00
6004 12 6202 5225 5439 GUILLERMINA RODRIGUEZ #5439	0.00	0.00	26,491.70	26,491.70	0.00	26,491.70	0.00	0.00
6004 12 6202 5225 5440 MIGUEL/MARIA RAMIREZ #5440	0.00	0.00	27,746.04	27,746.04	0.00	27,746.04	0.00	0.00
6004 12 6202 5225 5441 CRISTINA RIVERA #5441	0.00	0.00	27,334.05	27,334.05	0.00	27,334.05	0.00	0.00
6004 12 6202 5225 5442 ERNESTO TREVINO #5442	0.00	0.00	26,465.54	26,465.54	0.00	26,465.54	0.00	0.00
6004 12 6202 5225 5443 MARGARITO A. RUIZ #5443	0.00	0.00	27,571.27	27,571.27	0.00	27,571.27	0.00	0.00
6004 12 6202 5225 5444 JAIME CARDOSO #5444	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 5445 BEATRIZ CAMPA #5445	0.00	0.00	23,433.64	23,433.64	0.00	23,433.64	0.00	0.00
6004 12 6202 5225 5446 SAUL VALDEZ #5446	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6202 5225 5447 EVERARDO/ROSALINDA RODRIGUEZ	0.00	0.00	26,220.16	26,220.16	0.00	26,220.16	0.00	0.00
6004 12 6202 5225 5519 ALBERTO ZAMORA #5519	0.00	0.00	11,000.00	11,000.00	0.00	11,000.00	0.00	0.00
6004 12 6202 5225 5755 CARLOS/SARA GARCIA #5755	0.00	0.00	12,450.98	12,450.98	0.00	12,450.98	0.00	0.00
6004 12 6202 5225 5841 JOSE J. RAMOS #5841	0.00	0.00	4.83	4.83	0.00	4.83	0.00	0.00
6004 12 6202 5225 6245 MERCEDES ROBLES #6245	0.00	0.00	10,006.42	10,006.42	0.00	10,006.42	0.00	0.00
6004 12 6202 5225 6247 MARTIN/MARIA BUENO #6247	0.00	0.00	10,006.42	10,006.42	0.00	10,006.42	0.00	0.00
6004 12 6202 5225 6248 YESSICA GONZALEZ #6248	0.00	0.00	10,006.42	10,006.42	0.00	10,006.42	0.00	0.00
6004 12 6202 5225 6250 MARGARITO MILAN #6250	0.00	0.00	10,006.41	10,006.41	0.00	10,006.41	0.00	0.00
6004 12 6203 5225 0000 RUFINO CONTRERAS AFFORDABLE HO	0.00	35,000.00	(35,000.00)	0.00	0.00	0.00	0.00	0.00
6004 12 6203 5225 6016 RUFINO CONTRERAS AFFORDABLE	0.00	0.00	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00
6004 12 6205 5225 0000 HOUSING PLUS, INC	0.00	(102,130.59)	114,993.31	12,862.72	0.00	0.00	0.00	12,862.72
6004 12 6205 5225 4832 HOUSING PLUS INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6205 5225 4835 HOUSING PLUS INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6205 5225 5469 HOUSING PLUS #5469	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00
6004 12 6205 5225 5470 HOUSING PLUS #5470	0.00	0.00	17,815.00	17,815.00	(6,560.00)	17,815.00	0.00	0.00
6004 12 6205 5225 5473 JORGE SANDOVAL #5473	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00
6004 12 6205 5225 5474 HOUSING PLUS, INC	0.00	0.00	17,191.69	17,191.69	(6,302.72)	17,191.69	0.00	0.00
6004 12 6205 5225 5497 HOUSING PLUS HOUSE #1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6205 5225 5498 HOUSING PLUS HOUSE #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6205 5225 5499 HOUSING PLUS HOUSE #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

URBAN COUNTY PROGRAM-HOME 2004

STATEMENT OF EXPENDITURES

AS OF 02/28/10

6004 12 6208 5225 5499 HOUSING PLUS HOUSE #3	ORIG BUDGET	BUDGET AMD	ADJ. TRANSF.	AMENDED BUDGET	CURRENT MONTH	PROJ-TO-DATE	ENCUMBRANCES	BUD BALANCE
6004 12 6208 5225 5500 HOUSING PLUS HOUSE #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6208 5225 0000 COMMUNITY DEVELOPMENT CORPORAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6208 5225 5413 CDCST GERARDO CANO #5413	0.00	0.00	10,303.50	10,303.50	0.00	10,303.50	0.00	0.00
6004 12 6208 5225 5425 CDCST FRANCES EVA RIVERA #5425	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00
6004 12 6208 5225 5436 CDCST FELIX SANCHEZ #5436	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6208 5225 5437 CDCST FELIPE AMBRIZ #5437	0.00	0.00	15,180.00	15,180.00	0.00	15,180.00	0.00	0.00
6004 12 6208 5225 5455 CDCST JORGE MARIN #5455	0.00	0.00	15,669.00	15,669.00	0.00	15,669.00	0.00	0.00
6004 12 6208 5225 5462 CDCST CONSUELO ARELLANO #5462	0.00	0.00	15,691.00	15,691.00	0.00	15,691.00	0.00	0.00
6004 12 6208 5225 5495 CDCST SILVIA GARCIA #5495	0.00	0.00	16,660.50	16,660.50	0.00	16,660.50	0.00	0.00
6004 12 6208 5225 5501 CDCST DOLORES SILGUERO #5501	0.00	0.00	18,228.00	18,228.00	0.00	18,228.00	0.00	0.00
6004 12 6208 5225 5502 CDCST OSCAR GONZALEZ #5502	0.00	0.00	18,146.00	18,146.00	0.00	18,146.00	0.00	0.00
6004 12 6208 5225 5503 CDCST ROLANDO ARRELLANO #5503	0.00	0.00	19,405.00	19,405.00	0.00	19,405.00	0.00	0.00
6004 12 6208 5225 5504 CDCST JOSE MTZ #5504	0.00	0.00	18,146.00	18,146.00	0.00	18,146.00	0.00	0.00
6004 12 6208 5225 5505 CDCST MARIA ALBA #5505	0.00	0.00	18,146.00	18,146.00	0.00	18,146.00	0.00	0.00
6004 12 6208 5225 5506 CDCST IRENE ESPINOZA #5506	0.00	0.00	18,998.50	18,998.50	0.00	18,998.50	0.00	0.00
6004 12 6208 5225 5507 CDCST MARCUS ARREVALO #5507	0.00	0.00	22,965.70	22,965.70	0.00	22,965.70	0.00	0.00
6004 12 6208 5225 5508 CDCST JESSICA RODRIGUEZ#5508	0.00	0.00	16,793.00	16,793.00	0.00	16,793.00	0.00	0.00
6004 12 6208 5225 5509 CDCST LORENA NAVARRO #5509	0.00	0.00	36,617.00	36,617.00	0.00	36,617.00	0.00	0.00
6004 12 6208 5225 5510 CDCST JESUS BRAVO	0.00	0.00	56,790.87	56,790.87	0.00	56,790.87	0.00	0.00
6004 12 6208 5225 5511 CDCST JONATHAN MUNOZ	0.00	0.00	55,829.77	55,829.77	0.00	55,829.77	0.00	0.00
6004 12 6208 5225 5512 CDCST ANGELA PERALES#5512	0.00	0.00	53,720.16	53,720.16	0.00	53,720.16	0.00	0.00
6004 12 6208 5225 5513 CDCST HOUSE #13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6208 5225 5514 CDCST HOUSE #14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6208 5225 5529 CDCST ROBERTO MORALES #5529	0.00	0.00	18,448.00	18,448.00	0.00	18,448.00	0.00	0.00
6004 12 6208 5225 5530 CDCST DANIEL FLORES #5530	0.00	0.00	18,228.00	18,228.00	0.00	18,228.00	0.00	0.00
6004 12 6208 5225 5531 CDCST ARMANDO GOMEZ #5531	0.00	0.00	18,817.50	18,817.50	0.00	18,817.50	0.00	0.00
6004 12 6208 5225 6013 JOSE/MARIA MARTINEZ #6013	0.00	0.00	14,396.50	14,396.50	0.00	14,396.50	0.00	0.00
6004 12 6208 5225 6278 JUAN C. RESENDEZ #6278	0.00	0.00	1,227.43	1,227.43	0.00	1,227.43	0.00	0.00
6004 12 6209 5225 0000 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	(6,913.45)	6,913.45	0.00	0.00	0.00	0.00	0.00
6004 12 6209 5225 4854 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6209 5225 4855 STED ALBERTO GALINDO #4855	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6209 5225 4856 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	0.00	143.33	143.33	0.00	143.33	0.00	0.00
6004 12 6209 5225 4857 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	0.00	483.33	483.33	0.00	483.33	0.00	0.00
6004 12 6209 5225 4858 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	0.00	583.33	583.33	0.00	583.33	0.00	0.00
6004 12 6209 5225 4859 SOUTH TEXAS ECONOMIC DEVELOPME	0.00	0.00	376.56	376.56	0.00	376.56	0.00	0.00
6004 12 6209 5225 5793 STED #5793	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6004 12 6209 5225 5794 STED #5794	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
6004 12 6209 5225 5795 LYDIA PEREZ #5795	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
6004 12 6209 5225 5796 STED #5796	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
6004 12 6209 5225 6034 STED #6034	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
6004 12 6209 5225 6035 STED #6035	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
6004 12 6209 5225 6036 STED #6036	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
6004 12 6209 5225 6037 LEONARDO/GLORIA ZEPEDA #6037	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
SUB TOTAL (CHG0'S)	1,492,680.00	(29,316.61)	0.00	1,463,363.39	(12,862.72)	1,450,500.67	0.00	12,862.72

AI-20542 **15.E.**

Appointment of CCC Member and Alternate for Advisory Board
CC REGULAR

Date:	03/30/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval to appoint two (2) County Commissioners' Court members and two (2) County Commissioners' Court alternates to the Hidalgo County Urban County Advisory Board.

BACKGROUND

According to the approved By-laws in Section 2.6., The two (2) county representatives and 2 alternates shall be selected by resolution approved by the Hidalgo County Commissioners' Court. Each representative from Commissioners' Court shall be an elected official and have one (1) vote.

SEE ATTACHMENTS

Fiscal Impact

Attachments

Link: Advisory Council

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/25/2010 07:06 AM	APRV
2	Perla Lopez	Perla Lopez	03/25/2010 01:17 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Hilda Bazan — Started On: 03/24/2010 03:30 PM

Final Approval Date: 03/26/2010

COUNTY OF HIDALGO
COMMUNITY DEVELOPMENT
ADVISORY COUNCIL

BY-LAWS

ARTICLE 1
PURPOSE AND POWERS

Section 1.1 **Purpose.** The County of Hidalgo Commissioners' Court established the Community Development Advisory Council, hereinafter referred to as the "Advisory Council," by resolution on July 11, 1988 in order to ensure a broad base of assistance and input from the member cities and its' citizens in Community Development for the respective parts of the County, including the County of Hidalgo Urban County Program.

One of the Advisory Council's purposes is to provide guidance and recommendations to the Hidalgo County Commissioners' Court on the distribution and allocation of funds to its members and the administration fee of the Urban County Program.

Section 1.2 **Powers.** In fulfillment of its purpose, the Advisory Council shall be governed by these By-Laws, the Hidalgo County Commissioners' Court and all applicable local, state and federal laws and regulations, subject to the limitation prescribed therein and herein and to the provisions thereof and hereof.

Section 1.3 **Function.** The Advisory Council will function as a vehicle that promotes citizen participation and makes recommendations to the Hidalgo County Commissioners' Court on matters affecting the Hidalgo County Urban County Program, including but not limited to the following:

1. Change in status of members and membership criterion;
2. Review and recommend yearly allocations and annual budgets;
3. Changes to the Cooperation Agreement and Interlocal Agreements;
4. Review of any continuation for funding application to HUD;
5. Review of fiscal year expenditures of the applicable Programs;
6. Amendments and changes to the Advisory Council By-Laws; and
7. Receive and review information and reports from Hidalgo County residents or citizen participation groups at Advisory Council meetings or public hearings.

Section 1.4 **Informational Purposes - Hidalgo County Urban County Program.** Established in 1988, by approval of its application to the United States Department of Housing and Urban Development (HUD) for funding and recognition as an Urban County as defined by the Housing Act of 1947, as amended, and the Code of Federal Regulations, the Hidalgo County Urban County Program administers and oversees the grants approved by HUD for Hidalgo County. The Community Development Block Grant (CDBG) Program funds, which are allocated to the Urban County Program on a yearly basis that are of great interest to the Advisory Council because the amount

received by each city directly affects each city and precinct's ability to develop its community. The Advisory Council makes recommendations on the yearly allocations including the administration fee of the Hidalgo County Urban County Program, as stated in Section 1.3 above.

ARTICLE II
MEMBERSHIP

Section 2.1 **Members.** The membership of the Advisory Council shall consist of cities that have agreed to and entered into a Cooperation Agreement with the County of Hidalgo and the Hidalgo County Urban County Program for addressing the needs of Community Development and related eligible activities within the County under HUD Community Development Block Grant (CDBG) and other related HUD programs. The Cooperation Agreement must be current and signed by the Mayor of the participating city. Hidalgo County Commissioners' Court shall have at least two (2) members on the Advisory Council.

Section 2.2 **Voting Members.** The Advisory Council shall consist of voting members and non-voting members. The two (2) representatives from Commissioners' Court shall be voting members. Each qualified city shall have only one (1) voting member. Each voting member shall have only one (1) vote.

Section 2.3 **Voting Members Defined.**

A. In order to qualify as a voting member each city must be incorporated for at least five (5) years. (Cities not meeting this minimum criterion shall be non-voting members of the Advisory Council.)

B. A city must have an Ad Valorem tax levy of at least twenty-five (25) cents per one hundred dollars ($100) of property valuation.

C. Cities not meeting these criteria will be reported to the Hidalgo County Commissioners' Court, who will determine the city's eligibility and funding allocation, if any. The Advisory Council will file its recommendation on any additional cities requesting membership and CDBG funding allocation to The Hidalgo County Commissioners' Court.

Section 2.4 **City Representative.** Each member city shall select a city representative that will have the authority to vote and act on behalf of the city. The city shall also select an alternative city representative that will vote and act on behalf of the city at Advisory Council meetings, but only in the absence of the city representative. The city representative and the city alternate may be an elected official or a designee of the city.

Section 2.5 **City Resolution Required.** The city representative and alternate city representative must be selected by resolution approved by the governing board of the city. The city resolution must be filed with the Urban County Program Department at least three (3) days before any meeting.

Section 2.6 **County Representatives.** The two (2) county representatives and 2 alternates shall be selected by resolution approved by the Hidalgo County Commissioners' Court. Each representative from Commissioners' Court shall be an elected official and have one (1) vote.

Section 2.7 **Urban County Program Director.** The Director of the Urban County Program Department is responsible for the day-to-day management of the Urban County Department and as such shall be an Advisor to the Advisory Council. The Director shall have no voting privileges.

Section 2.8 **Proxy Representative.** If neither the city representative nor the alternate city representative is able to attend a meeting of the Advisory Council, the city representative may designate a representative from the city by a signed written proxy. The proxy representative will have the voting privileges of the city representative.

Section 2.9 **Current Voting and Nonvoting Members.**

A. Voting Members (7-26-01):

Alton	Elsa	La Villa	Progreso
Alamo	Granjeno	Mercedes	San Juan
Donna	Hidalgo	Palmview	Sullivan City (02-25-04)*
Edcouch	La Joya	Peñitas	Weslaco

County Representatives (as per Section 2.6)

B. Nonvoting Members:

Palmhurst Progreso Lakes

ARTICLE III
OFFICERS

Section 3.1 **Titles and Terms of Office.**

A. The Officers of the Advisory Council shall be the Chairperson, Vice-Chairperson and the Secretary. One person may not hold more than one (1) office. Officers shall serve for a one (1) year term or until a successor is elected or appointed. Upon the expiration to the terms, each officer shall have the right to be re-elected or re-appointed.

B. A vacancy in the office of any officer shall be filed by a vote of a majority of the Advisory Council.

Section 3.2 **Duties of the Officers.**

A. Chairperson. The Chairperson shall preside at all meetings of the Advisory Council.

B. Vice-Chairperson. The Vice-Chairperson shall assist the chairperson in

directing the affairs and business of the Advisory Council and shall act in the absence of the Chairperson. The Vice-Chairperson shall be responsible for determining proper parliamentary procedures in all matters.

C. Secretary. The Secretary shall attest to the minutes of the meetings of the Advisory Council. The minutes shall be typed and presented for approval at the following meeting or subsequent meeting thereafter.

Section 3.3 **Resignations of Officers and Vacancies.** Any officer may resign the position held after written notification to the members or the Director of the Urban County Program. In case of a vacancy, the ranking officer may call a special meeting to elect a new officer to fill the vacant officer.

Section 3.4 **Absences of Officers.** In the absence of the Chairperson, the Vice-Chairman, shall preside, then the Secretary or, in the absence of all three, a member of the Advisory Council elected by the majority of the members present may preside as Chairperson.

Section 3.5 **Compensation of Officers and Members.** Neither the officers nor members of the Advisory Council shall receive any salary, compensation or reimbursement of expenses from the Hidalgo County Commissioners' Court or the Urban County Program.

ARTICLE IV
MEETINGS

Section 4.1 **Regular Meeting Date.** The regular meeting of the Advisory Council shall be held on a monthly basis.**

Section 4.2 **Quorums.** Meetings shall be held only upon the determination that a quorum of the voting members is present and accounted. A quorum shall consist of the presence of at least 50% plus one of the voting members of the Advisory Council. If at any meeting of the Advisory Council there ceases to be less than a quorum present, a majority of those members present may adjourn the meeting.

Section 4.3 **Special Meetings.** Special meetings shall be held at the request of the Chairperson, the Vice-Chairperson, the Secretary, and the Director of the Urban County Program or by a majority of the members.

Section 4.4 **Open Meetings and Public Notices.** All meetings and deliberations of the Advisory Council shall be called, conducted and notice given to the public in accordance to with the Texas Open Meetings Act, as amended, Chapter 551, Texas Local Government Code.

ARTICLE V
PARLIAMENTARY PROCEDURE:

Section 5.1 Parliamentary Procedures shall be followed as established by Russell's The "How" in Parliamentary Procedures and will be administered by the Vice-Chairperson of the Community Development Advisory Council.

ARTICLE VI
PROCUREMENT POLICIES

Section 6.1 All member cities will have to adhere to written procurement policies adopted by the County of Hidalgo Urban County Program whenever making expenditures with Urban County funds.

ARTICLE VII
AMENDMENT OF BY-LAWS

Section 7.1 These By-Laws may be amended by the County Commissioners' Court only upon the recommendation of the Advisory Council at a regularly scheduled meeting.

ARTICLE VIII
APPROVAL OF BY-LAWS

Section 8.1 These By-Laws shall become effective upon approval of the Commissioners' Court of the County of Hidalgo.

Approved and Adopted by County Commissioners' Court on **January 29, 2002**.
* Approved and Adopted by Advisory Board Member's on **February 25, 2004**.
Approved and Adopted by Advisory Board Member's on **December 03, 2009.
Approved and Adopted by County Commissioners' Court on **February 23, 2010.**

HIDALGO COUNTY-URBAN COUNTY PROGRAM
ADVISORY COUNCIL MEETING

CHAIRMAN	Mayor Joel Quintanilla, Mercedes
VICE-CHAIRMAN	Mayor Pedro Contreras, San Juan
SECRETARY	Mayor Pro-Tem Eddy Gonzalez, Edcouch

MEMBER	***ALTERNATE***
CITY OF ALAMO *Mayor Rudy Villarreal	Victor Perez, Commissioner
CITY OF ALTON *Mayor Salvador Vela	Jorge A. Arcaute, City Manager
CITY OF DONNA *Guadalupe Castillo III, Councilman	Oscar Cuellar, Jr., City Manager
CITY OF EDCOUCH * Eduardo Z. Gonzalez, Mayor Pro-Tem	Mayor Robert T. Schmalzried
CITY OF ELSA *Mayor Senovio Castillo	Javier Guerrero, Mayor Pro-Tem Joe Alvarado, Commissioner Place 4
CITY OF GRANJENO *Mayor Vicente Garza, Jr.	Marco De Rueda, Mayor Pro-Tem
CITY OF HIDALGO *Mayor John D. Franz	Joe Vera III, City Manager
CITY OF LA JOYA *Mayor William "Billy" Leo	Lee Roy Alaniz, City Alderman
CITY OF LA VILLA *Mayor Hector Elizondo	Guadalupe Rangel, Jr., Alderman
CITY OF MERCEDES *Mayor Joel Quintanilla	Ricardo Garcia, City Manager
CITY OF PALMVIEW *Mayor Jorge Garcia	Ramon Segovia, Asst. City Manager
CITY OF PEÑITAS *Mayor Marcos Ochoa	City's Aldermen & City Administrator

MEMBER	*ALTERNATE*
CITY OF PROGRESO *Mayor Omar Vela	Alfredo Espinoza, City Administrator
CITY OF SAN JUAN *Mayor Pedro Contreras	Tony Garza, City Manager
CITY OF SULLIVAN *Mayor Rosendo "Cheno" Benavides	Oscar "Coach" Salinas, Mayor Pro-Tem
CITY OF WESLACO *Mayor Buddy de la Rosa	Gerardo "Jerry " Tafolla, City Commissioner

COUNTY OF HIDALGO

*Commissioner Sylvia Handy	*Commissioner Joe Flores

COUNTY OF HIDALGO ALTERNATES

Hector Palacios, Commissioner	Oscar Garza, Commissioner

NON VOTING MEMBER

CITY OF PALMHURST	Mayor Ramiro Rodriguez
CITY OF PROGRESO LAKES	Mayor O.D. Emery

*Voting Members (Eligible for Office).

AI-20539 **15.F.**

Street Improvement project - Pct. #2

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program Years 20 (2007) and 21 (2008) for the Precinct No. 2 - Street Improvements Project (El Charro No. 2 S/D – Inca St).

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct No. 2, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CCC in connection with an Urban County Program Street Improvements Project (El Charro No. 2 S/D – Inca St) in Precinct No. 2.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program – Precinct No. 2 - Street Improvements Project (El Charro No. 2 S/D – Inca St).

BACKGROUND

Precinct No. 2, Urban County Program and Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". R. Gutierrez Engineering Corporation, Noe Garza Engineers, Inc. and Javier Hinojosa Engineering were the three firms. The Street Improvements Project includes reconstruction of streets and related appurtenances such as curb & gutter, drainage, sidewalks and lighting for El Charro No. 2 Subdivision located within Precinct No. 2. Attached is the letter of recommendation from the Precinct No. 2 and the Grading grid for your review.

Funds Available: $ 97,287.51 FY 20 (2007) – Street Improvements – Precinct No. 2
$ 106,822.07 FY 21 (2008) – Street Improvements – Precinct No. 2
Total: $ 204,109.58

UCP Contact: Monica Leal

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Attachments

Link: improvement proj

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:26 PM	APRV
2	Perla Lopez	Perla Lopez	03/25/2010 08:03 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber Started On: 03/24/2010 02:43 PM

Final Approval Date: 03/26/2010

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

To: Diana R. Serna, Director- Hidalgo County Urban County Program

From: Hector "TITO" Palacios, Commissioner Hidalgo County Precinct # 2

Subject: Request to present the following item at Commissioner's Court Meeting

Date: March 23, 2010

Diana, please allow this to be notification of our intention to proceed to use UCP funding for El Charro # 2 Subdivision, INCA Street Project.

I understand that the ranking of professional engineers' service has been completed and therefore, I am respectfully requesting that you include this on next weeks agenda for Commissioner's Court Meeting to be held on March 30, 2010 for approval of the highest ranked Engineering firm.

Thank you in advance for your assistance and the attention given this matter. Should you have any questions or require additional information please do not hesitate to contact Mr. Eralio Palacios of my staff at 956-787-1891.

Sincerely,

Commissioner Hector "TITO" Palacios
Hidalgo County, Precinct No. 2

Cc: Tony Barco, UCP Compliance Division Manager
Monica Leal, UCP C. D. Coordinator
Agapito Vargas, Jr., CAP Executive Director
Eralio Palacios, BCAP Coordinator
Project Files

MAR 24 2010

3/23/2010 2:08 PM by ep

301 EAST STATE STREET PHARR, TEXAS 78577 TEL. 956.787.1891 FAX.956.787.4683

Hidalgo County- Precinct No. 2
Engineering Services
Street Improvements (El Charro No. 2 S/D – Inca St.)
Years 20 (2007) and 21 (2008)
Grading-Ranking Grid

Criteria	R. Gutierrez Engineering Corporation			Noe Garza Engineers, Inc.			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	20	17	20	20	17.5	20	15
Experience of Project Team	24	25	23	23	25	22	23	23	20
Experience/ Availability of Project Manager	19	20	20	17	18	15	18	18	20
Understanding of Project	24	24	25	22	25	20	23	25	20
Familiarity with Applicable Rules & Regulations	09	10	10	08	10	10	09	10	10
TOTALS	95	99	98	87	98	87	90.5	96	85
AVERAGES	292÷3= 97%			272÷3= 90.66%			271.5÷3= 90.5%		
RATING	1			2			3		

Grader #1 Eralio Palacios, BCAP Coordinator

Grader #2 Antonio Barco, Compliance Division Manager (UCP)

Grader #3 Oscar Garza, Procurement Specialist

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements

Department: Hidalgo County Precinct No. 2

Name of Firm: R. Gutierrez Engineering Corporation

Date of Evaluation: March 15, 2010

Evaluator's Name: Eralio Palacios

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	19

Comments/Rationale for Points: R. Gutierrez's firm has done several projects for Hidalgo County especially for Precinct 2 and his work is very commendable.

2. Experience of Project Team	**25**	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: The project team as a whole has more than 20 years combined experience and in the past have worked well with the corresponding Pct. 2 employees.

3. Experience/Availability of Project Manager	**20**	19

Comments/Rationale for Points: Project manager has always been readily available. He is Only a phone call away and we can meet to discuss issues regarding the project at hand. Based on his vast experience he can offer advise if changes to the project are necessary.

4. Understanding of Project	**25**	24

Comments/Rationale for Points: They have several years experience and have worked with Pct. 2 for many years with our Road & Bridge as well as with Colonia Access Program Projects to where they understand the projects and also what Commissioner Palacios expects of them.

5. Familiarity with Applicable Rules and Regulations	**10**	09

Comments/Rationale for Points: They are very familiar with applicable rules & regulations we need to follow especially those imposed on us by Texas Department of Transportation.

Total Score 95

MAR 15 2010

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements (El Charro S/D – Inca St.)

Department: Hidalgo County Precinct No. 2

Name of Firm: R. Gutierrez Engineering, Inc.

Date of Evaluation: MARCH 19, 2010

Evaluator's Name: Antonio Barco, CDBG Manager

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Firm is highly qualified and professional with a reputation that projects are completed on time and few to NONE Requests for Change Orders.

2. Experience of Project Team	25	25

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Firm has gained much experience with this types of projects having Completed many similar projects in Pct. #2

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: Project Manager (R. Gutierrez) has the experience to undertake (design) and oversee this project and will be readily Available having his office in precinct #2 area.

4. Understanding of Project	25	24

Comments/Rationale for Points: Firm will easily undertake this project because they have completed many similar projects

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm is very familiar with all Applicable rules and Regulations regarding this project

Total Score 99

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements (El Charro No.2 S/D – Inca St.)

Department: Hidalgo County Precinct No. 2

Name of Firm: R. Gutierrez Engineering, Inc.

Date of Evaluation: March 18, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Firm's professional qualifications are very strong in the Precinct No.2 area and greatly familiar with the geographical areas.(Pg. 6 of SOQ and Pg. 28 &29) Firm's strengths are towards Civil & Highway as per SOQ.

2. Experience of Project Team ***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**	**25**	**23**

Comments/Rationale for Points: References reflect on-going projects and bulk of references are from Pct. #2 area allowing project team to have an advantage towards on-going projects in Pct. #2 area. (Pg. 13, 33 & 34of SOQ)

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Project Manager has the experience and firms strongest forte is on Civil and Highway as per current SOQ (Pg. 13 of SOQ)

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: Firm poses no concern on understanding of project and has had no negative feedback from Pct. #2 with past or current on-going projects (Pg. 4 of SOQ)

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm is clearly familiar with applicable Rules and Regulations as outlined in Pg.18 & 19 along with all County Rules and Regulations.

Total Score **98**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements

Department: Hidalgo County Precinct No. 2

Name of Firm: Noe Garza Engineers, Inc.

Date of Evaluation: March 15, 2010

Evaluator's Name: Eralio Palacios

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	17

Comments/Rationale for Points: This firm has done work for Pct. 2, but several years ago, therefore, my evaluation is based on the CD submitted to us.

2. Experience of Project Team	**25**	23

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: I have contacted Fred Sandoval, Pharr City Manager, who has overseen projects performed by this firm and states that they do have the experience. The City of Pharr has been pleased with the work performed for them.

3. Experience/Availability of Project Manager	**20**	17

Comments/Rationale for Points: I am basing my comments on two projects they performed for Pct. 2 and contacted our Director of Operations, Ricardo Cuellar, for input. He states that the experience is well evidenced by the way he performed his job even though it has been some years past and at times it was hard to locate him.

4. Understanding of Project	**25**	22

Comments/Rationale for Points: The understanding of project was there according to Mr. Cuellar, but it was slow in obtaining it, but towards the end of projects they familiarized and understood what was expected of them.

5. Familiarity with Applicable Rules and Regulations	**10**	08

Comments/Rationale for Points: Once again the critique for this is based on the two projects they did for Pct. 2. They did familiarize with all applicable rules and regulations especially what is required by Texas Department of Transportation..

Total Score 87

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements (El Charro S/D – Inca St.)

Department: Hidalgo County Precinct No. 2

Name of Firm: Noe Garza Engineers, Inc.

Date of Evaluation: March 19, 2010

Evaluator's Name: Antonio Barco, CDBG Manager

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Team engineer was registered in 1965 and support STAFF has many years of experience plus certifications

2. Experience of Project Team	25	25

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has at least 45 yrs. experience having completed similar projects throughout Hidalgo County

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Project Manager has over 45 yrs. experience and would be available to design and oversee this project

4. Understanding of Project	25	25

Comments/Rationale for Points: Team will have no problem understanding this project, because they have completed many similar ones

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Very Familiar with Applicable Rules and Regulations for this project

Total Score 98

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements (El Charro No. 2 S/D – Inca St.)

Department: Hidalgo County Precinct No. 2

Name of Firm: Noe Garza Engineers, Inc.

Date of Evaluation: March 18, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: There are no certifications attached for review and evaluation except as defined on (Pg. 7 of SOQ; however firm has completed over 200 plus projects

2. Experience of Project Team	**25**	**22**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Projects have been completed under the supervision of the Engineer Noe Garza; recommendations are positive and firm has fulfilled their obligations as a project team. List of Team outlined on Pg. 7 of SOQ.

3. Experience/Availability of Project Manager	**20**	**15**

Comments/Rationale for Points: Noe Garza has competed many projects within the county areas and has 44 yrs of experience and 200 plus completed projects (Pg. 4 of SOQ); unable to verify certificates that may be for project manager Robert Flores.

4. Understanding of Project	**25**	**20**

Comments/Rationale for Points: Firm has confirmed and completed projects in Hidalgo and Cameron County with the bulk of projects in the Pharr, San Juan, Alamo areas within Pct. #2.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm has over 200 plus projects completed and clearly confirming familiarity of Rules and Regulations

Total Score **87**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements

Department: Hidalgo County Precinct No. 2

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: March 15, 2010
Evaluator's Name: Eralio Palacios

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	17.5

Comments/Rationale for Points: This engineering firm has not done any work for Pct. 2 per se but, most of their work has been done for Pct. 3 projects thus I do believe that the professional Qualifications are there.

2. Experience of Project Team	**25**	23

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: I have contacted personnel from Pct. 3 who have assured me that the working experience with this particular firm has been outstanding and that they have vast combined experience.

3. Experience/Availability of Project Manager	**20**	18

Comments/Rationale for Points: According to Mr. Mingo Villarreal, Pct. 3 Chief Administrator, the project manager is readily available.

4. Understanding of Project	**25**	23

Comments/Rationale for Points: I have participated in various final inspection walks with them. I have noticed that they have a good understanding of what is expected of them as engineers.

5. Familiarity with Applicable Rules and Regulations	**10**	09

Comments/Rationale for Points: I have stated that for the most part they have worked with Pct. 3 staff and I honestly believe that they are familiar with all applicable rules and regulations.

Total Score 90.5

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements (El Charro S/D – Inca St.)

Department: Hidalgo County Precinct No. 2

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: MARCH 19, 2010

Evaluator's Name: Antonio Barco, CDBG Manager

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Project engineer has 17 yrs. experience and team has over 35 yrs experience therefore qualifications are high for project requirements

2. Experience of Project Team	25	23

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has over 25 yrs of experience designing and overseeing construction of similar projects.

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Project manager has over 35 yrs. of experience will be available upon request

4. Understanding of Project	25	25

Comments/Rationale for Points: Team should have no problem understanding this project because they have completed similar ones

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Team is familiar with Applicable Rules Rules and Regulations

Total Score 96

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 – Street Improvements (El Charro No. 2 S/D – Inca St.)

Department: Hidalgo County Precinct No. 2

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: March 18, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**15**

Comments/Rationale for Points: Professional qualifications are proficient and highly recommended as a Civil Engineer and currently has limited staff and will recruit more should the project call for it; however no certifications for review in SOQ

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Project Team reflects strength's in McAllen, Mission and Pct. #3 areas with good reviews on work completed; however as per SOQ firm has one registered engineer, (4) technicians; one survey crew and one secretary: no certifications attached for review on qualifications of staff.

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Javier overviews all of his projects geared towards Civil Engineering; has experience with project management; Mr. Hinojosa has extremely good reviews for past and current work performed and is very straight forward on accomplishing and completing projects.

4. Understanding of Project	**25**	**20**

Comments/Rationale for Points: As per SOQ and related references his understanding of projects as it relates to this project is undisputed

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm has Familiarity of Applicabe Rules & Regulations as I it may pertain to governmental entities, citics, codes etc. based on current experience with past and current projects

Total Score **85**

AI-20530 **15.G.**

Street Improvement project - City of Edcouch

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Edcouch is requesting consideration and action to award and enter into a Construction Contract with M F Site Construction (lowest bidder meeting all specifications and/or requirements) for the Street Improvements Project located in the City of Edcouch in the amount of $132,397.12 utilizing Year 21 (2008) street improvement funds. The project consists of street overlays & 6 new concrete valley gutters.

BACKGROUND

The City of Edcouch has requested and received bids for the street improvements project. Guzman & Muñoz Engineering and Surveying, Inc. prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on February 24, 2010. After review the project engineer recommended M F Site Construction, as the lowest of four (4) qualified bidders. (See attached recommendation letter from Guzman & Muñoz Engineering and Surveying, Inc. and copy of bid tabulations.)

Contractor: M F Site Construction
Contract Amount: $ 132,397.12
Funds Available: $ 164,709.05 Year 21 (2008) City of Edcouch – Street Improvements

UCP Contact: Monica Leal

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) City of Edcouch Street Improvement funds for this project.

Contract Amount: $132,397.12
Funds Available: $164,709.05

Attachments

Link: construction contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 03:24 PM	APRV
2	Perla Lopez	Perla Lopez	03/25/2010 07:49 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber

Started On: 03/24/2010 01:46 PM

Final Approval Date: 03/26/2010

GM
GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

301 S. Texas, 2nd Floor
Mercedes, Texas 78570

PHONE: (956) 825-9930
FAX: (956) 825-9829

Date: March 03, 2010

City of Edcouch
Mr. Robert Escobar Jr.
City Manager
211 Southern Street
Edcouch, Texas 78538

Dear, Mr. Escobar

On Wednesday, February 24, 2010 at 10:00 A.M. we received five (5) bids for the Urban County Edcouch Street Improvement Project. We opened the bids and found that all but Dream Home Construction's bidding documents were in order and are valid bids.

Enclosed you will find the bid tabulation for this project. The bid tabulation shows that M F Site Construction was the low bidder with a bid of $ 132,397.12 and the second qualified bidder was; R & R Paving LLC with a bid of $ 151,192.35.

We are recommending that the City of Edcouch recommend to the Hidalgo County Commissioners Court awarding the Project to M F Site Construction, based on the bid and our positive previous experience with this construction firm. However as always, the final selection and recommendation is the Boards responsibility.

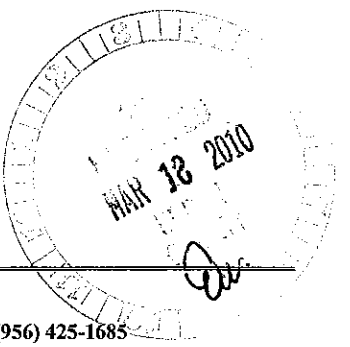
Once the final selection has been made, we will notify the contractor who is awarded the project and request the required bonds and insurance. We will then prepare four (4) original project manuals with specifications and contract documents for execution and distribution to Hidalgo County Urban County Program, the City of Edcouch, the contractor and engineer.

Please call Jose Munoz, P.E. or myself if you have any questions or if we can be of any further service,

Thank You,

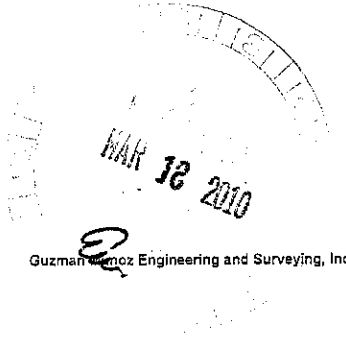
Jose Luis Muniz,
Project Coordinator

Cc; Mr. Robert Escobar, Edcouch City Manager
Ms. Diana Serna, Hidalgo County UCP Director
José Luis Muñoz, P.E., GMES
File



BID TABULATION FOR
CITY OF EDCOUCH STREET IMPROVEMENTS PROJECT

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	Average Bid Item Amount
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		
				MF Site Construction		Dream Home Construction		R & R Paving LLC		SASCON Inc.		MAVYSA, TX LLC		
Project "A" Pacific Ave. (Industrial St. to FM 1015)														
1	Base Repair	715	SY	$6.57	$4,697.55	$12.00	$8,580.00	$10.00	$7,150.00	$5.00	$3,575.00	$10.29	$7,357.35	$8.77
2	Cold Milling Asphalt	216	SY	$3.58	$773.28	$3.00	$648.00	$2.00	$432.00	$6.00	$1,296.00	$3.63	$784.08	$3.64
3	Prime Coat (0.2 gal./SY)	492	GAL	$4.25	$2,091.00	$1.00	$492.00	$4.00	$1,968.00	$3.50	$1,722.00	$3.81	$1,874.52	$3.31
4	1-1/2 Asphalt Overlay with Level-up	2460	SY	$6.80	$16,728.00	$7.50	$18,450.00	$7.50	$18,450.00	$7.00	$17,220.00	$10.83	$26,641.80	$7.93
5	6" Conc. Valley Gutters Reinf	166	SY	$28.43	$4,719.38	$45.00	$7,470.00	$45.00	$7,470.00	$40.00	$6,640.00	$17.73	$2,943.18	$35.23
6	Adjust Water Valve	1	EA	$50.00	$50.00	$120.00	$120.00	$200.00	$200.00	$1,000.00	$1,000.00	$242.00	$242.00	$322.40
7	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$300.00	$300.00	$2,500.00	$2,500.00	$302.50	$302.50	$720.50
Project "A" Construction Sub-Total					**$29,559.21**		**$35,760.00**		**$35,970.00**		**$33,953.00**		**$40,145.43**	**$35,077.53**
Project "B" Avenida Ave. (Gutierrez St., north to Dead End)														
1	6" Lime Treated Subgrade	360	SY	$6.94	$2,498.40	$6.00	$2,160.00	$3.00	$1,080.00	$8.00	$2,880.00	$6.41	$2,307.60	$6.07
2	6" Flex Baser (Caliche)	360	SY	$6.86	$2,469.60	$5.00	$1,800.00	$5.25	$1,890.00	$10.00	$3,600.00	$5.14	$1,850.40	$6.45
3	Prime Cot (0.2 gal/S.Y.)	255	SY	$4.25	$1,083.75	$1.00	$255.00	$4.00	$1,020.00	$3.50	$892.50	$3.81	$971.55	$3.31
4	1-1/2" Asphalt Overlay with Level-up	1,275	SY	$6.80	$8,670.00	$7.50	$9,562.50	$8.00	$10,200.00	$7.00	$8,925.00	$10.83	$13,808.25	$8.03
5	18" Curb & Gutter	260	LF	$6.50	$1,690.00	$8.50	$2,210.00	$12.00	$3,120.00	$8.00	$2,080.00	$29.04	$7,550.40	$12.81
6	6" Conc. Valley Gutters Reinf.	122	SY	$28.45	$3,470.90	$45.00	$5,490.00	$45.00	$5,490.00	$40.00	$4,880.00	$17.73	$2,163.06	$35.24
7	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "B" Construction Sub-Total					**$20,382.65**		**$21,477.50**		**$23,000.00**		**$25,757.50**		**$28,953.76**	**$23,914.28**
Project "C" Lopez (Valencia to Roberts)														
1	Base Repair	390	SY	$6.57	$2,562.30	$12.00	$4,680.00	$10.00	$3,900.00	$5.00	$1,950.00	$10.29	$4,013.10	$8.77
2	Cold Milling Asphalt	395	SY	$3.58	$1,414.10	$3.00	$1,185.00	$2.00	$790.00	$6.00	$2,370.00	$3.63	$1,433.85	$3.64
3	Prime Coat (0.2 gal./SY)	244	Gal.	$4.25	$1,037.00	$1.00	$244.00	$4.00	$976.00	$3.50	$854.00	$3.81	$929.64	$3.31
4	1-1/2" Asphalt overlay with Level-up	1,218	SY	$6.80	$8,282.40	$7.50	$9,135.00	$8.00	$9,744.00	$7.00	$8,526.00	$10.83	$13,190.94	$8.03
5	6" Conc. Valley Gutters Reinf.	29	SY	$28.43	$824.47	$45.00	$1,305.00	$45.00	$1,305.00	$40.00	$1,160.00	$17.73	$514.17	$35.23
6	Ajust Manhole	2	EA	$100.00	$200.00	$650.00	$1,300.00	$250.00	$500.00	$1,200.00	$2,400.00	$242.00	$484.00	$488.40
7	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "C" Construction Sub-Total					**$14,820.27**		**$17,849.00**		**$17,415.00**		**$19,760.00**		**$20,868.20**	**$18,142.49**



Guzman Munoz Engineering and Surveying, Inc. P-625

BID TABULATION FOR
CITY OF EDCOUCH STREET IMPROVEMENTS PROJECT

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	Average Bid Item Amount
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		
				MF Site Construction		Dream Home Construction		R & R Paving LLC		SASCON Inc.		MAVYSA, TX LLC		
Project "D" Roberts St. (Lopez to Gonzales)														
1	6" Lime Treated Subgrade	110	SY	$6.94	$763.40	$6.00	$660.00	$3.00	$330.00	$8.00	$880.00	$6.41	$705.10	$6.07
2	6" FlexBaser (Caliche)	110	SY	$5.86	$644.60	$5.00	$550.00	$6.00	$660.00	$10.00	$1,100.00	$5.14	$565.40	$6.40
3	Base Repair	324	SY	$6.57	$2,128.68	$12.00	$3,888.00	$10.00	$3,240.00	$5.00	$1,620.00	$10.29	$3,333.96	$8.77
4	Cold Milling Asphalt	334	SY	$3.58	$1,195.72	$3.00	$1,002.00	$2.00	$668.00	$6.00	$2,004.00	$3.63	$1,212.42	$3.64
5	Prime Coat (0.2 gal./S.Y.)	217	Gal.	$4.25	$922.25	$1.00	$217.00	$4.00	$868.00	$3.50	$759.50	$3.81	$826.77	$3.31
6	1-1/2" Asphalt overlay with Level-up	1,086	SY	$6.80	$7,384.80	$7.50	$8,145.00	$8.25	$8,959.50	$7.00	$7,602.00	$10.83	$11,761.38	$8.08
7	Ajust Manhole	1	EA	$100.00	$100.00	$650.00	$650.00	$250.00	$250.00	$1,200.00	$1,200.00	$242.00	$242.00	$488.40
8	18" Lay Down Curb	72	LF	$6.50	$468.00	$8.50	$612.00	$9.00	$648.00	$8.00	$576.00	$26.62	$1,916.64	$11.72
9	5' Swale	220	LF	$6.00	$1,320.00	$2.00	$440.00	$3.00	$660.00	$5.00	$1,100.00	$21.78	$4,791.60	$7.56
10	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "D" Construction Sub-Total					**$15,427.45**		**$16,164.00**		**$16,483.50**		**$19,341.50**		**$25,657.77**	**$18,614.84**
Project "E" Gonzales Street (Roberts to Murio)														
1	Cold Milling Asphalt	408	SY	$3.58	$1,460.64	$3.00	$1,224.00	$2.00	$816.00	$6.00	$2,448.00	$3.63	$1,481.04	$3.64
2	Prime Coat (0.2 gal./S.Y.)	168	Gal.	$4.25	$714.00	$1.00	$168.00	$3.50	$588.00	$3.50	$588.00	$3.81	$640.08	$3.21
3	1-1/2" Asphalt overlay with Level-up	842	SY	$6.80	$5,725.60	$7.50	$6,315.00	$8.95	$7,535.90	$7.00	$5,894.00	$10.83	$9,118.86	$8.22
4	6" Conc. Valley Gutters Reinf.	39	SY	$28.43	$1,108.77	$45.00	$1,755.00	$45.00	$1,755.00	$40.00	$1,560.00	$17.73	$691.47	$35.23
5	Ajust Manhole	2	EA	$100.00	$200.00	$650.00	$1,300.00	$250.00	$500.00	$1,200.00	$2,400.00	$242.00	$484.00	$488.40
6	Adjust Water Valve	2	EA	$50.00	$100.00	$120.00	$240.00	$200.00	$400.00	$1,000.00	$2,000.00	$121.00	$242.00	$298.20
7	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "E" Construction Sub-Total					**$9,809.01**		**$11,002.00**		**$11,794.90**		**$17,390.00**		**$12,959.95**	**$12,591.17**
Project "F" Murio St. (Gonzales to Lopez)														
1	Cold Milling Asphalt	395	SY	$3.58	$1,414.10	$3.00	$1,185.00	$2.00	$790.00	$6.00	$2,370.00	$3.63	$1,433.85	$3.64
2	Prime Coat (0.2 gal./S.Y.)	156	Gal.	$4.25	$663.00	$1.00	$156.00	$3.50	$546.00	$3.50	$546.00	$3.81	$594.36	$3.21
3	1-1/2" Asphalt overlay with Level-up	781	SY	$6.80	$5,310.80	$7.50	$5,857.50	$8.25	$6,443.25	$7.00	$5,467.00	$10.83	$8,458.23	$8.08
4	6" Conc. Valley Gutters Reinf.	21	SY	$28.43	$597.03	$45.00	$945.00	$45.00	$945.00	$40.00	$840.00	$17.73	$372.33	$35.23
5	Ajust Manhole	2	EA	$100.00	$200.00	$650.00	$1,300.00	$250.00	$500.00	$1,200.00	$2,400.00	$242.00	$484.00	$488.40
6	Adjust Water Valve	1	EA	$50.00	$50.00	$120.00	$120.00	$200.00	$200.00	$1,000.00	$1,000.00	$121.00	$121.00	$298.20
7	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "F" Construction Sub-Total					**$8,734.93**		**$9,563.50**		**$9,624.25**		**$15,123.00**		**$11,766.27**	**$10,962.39**

BID TABULATION FOR
CITY OF EDCOUCH STREET IMPROVEMENTS PROJECT

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	Average Bid Item Amount
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		
				MF Site Construction		Dream Home Construction		R & R Paving LLC		SASCON Inc.		MAVYSA, TX LLC		
Project "G" Fredrick St. (Adkins Ave to Crenshaw Ave.) (30' B-B)														
1	Cold Milling Asphalt	120	SY	$3.58	$429.60	$3.00	$360.00	$2.00	$240.00	$6.00	$720.00	$3.63	$435.60	$3.64
2	Prime Coat (0.2 gal./S.Y.)	302	Gal.	$4.25	$1,283.50	$1.00	$302.00	$3.80	$1,147.60	$3.50	$1,057.00	$3.81	$1,150.62	$3.27
3	1-1/2" Asphalt overlay with Level-up	1,510	SY	$6.80	$10,268.00	$7.50	$11,325.00	$8.25	$12,457.50	$7.00	$10,570.00	$10.83	$16,353.30	$8.08
4	Remove and Replace Valley Gutte w/6' Cone. Valley Gutters Reinf.	66	SY	$38.00	$2,508.00	$50.00	$3,300.00	$45.00	$2,970.00	$55.00	$3,630.00	$29.04	$1,916.64	$43.41
5	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "G" Construction Sub-Total					$14,989.10		$15,287.00		$17,015.10		$18,477.00		$20,158.66	$17,185.37
Project "H" Bowers St. (Sh 107, south to Dead End) (30' B-B)														
1	Base Repair	40	SY	$6.57	$262.80	$1.00	$40.00	$10.00	$400.00	$5.00	$200.00	$10.29	$411.60	$6.57
2	Cold Milling Asphalt	815	SY	$3.58	$2,917.70	$3.00	$2,445.00	$2.00	$1,630.00	$6.00	$4,890.00	$3.63	$2,958.45	$3.64
3	Prime Coat (0.2 gal./S.Y.)	392	Gal.	$4.25	$1,666.00	$1.00	$392.00	$3.80	$1,489.60	$3.50	$1,372.00	$3.81	$1,493.52	$3.27
4	1-1/2" Asphalt Overlay with Level-Up	1,960	SY	$6.80	$13,328.00	$7.50	$14,700.00	$8.25	$16,170.00	$7.00	$13,720.00	$10.83	$21,226.80	$8.08
5	Barricades, signs & Traffic Handling	1	LS	$500.00	$500.00	$0.00	$0.00	$200.00	$200.00	$2,500.00	$2,500.00	$302.50	$302.50	$700.50
Project "H" Construction Sub-Total					$18,674.50		$17,577.00		$19,889.60		$22,682.00		$26,392.87	$21,043.19

BID TABULATION SUMMARY
CITY OF EDCOUCH STREET IMPROVEMENTS PROJECT

Description	BIDDER #1 MF Site Construction	BIDDER #1 Dream Home Construction	BIDDER #2 R & R Paving LLC	BIDDER #3 SASCON LLC	BIDDER #4 MAVYSA TX, LLC	Average Bid Amount
Project "A" Construction Sub-total	$29,559.21	$35,760.00	$35,970.00	$33,953.00	$40,145.43	$35,077.53
Project "B" Construction Sub-total	$20,382.65	$21,477.50	$23,000.00	$25,757.50	$28,953.76	$23,914.28
Project "C" Construction Sub-total	$14,820.27	$17,849.00	$17,415.00	$19,760.00	$20,868.20	$18,142.49
Project "D" Construction Sub-total	$15,427.45	$16,164.00	$16,483.50	$19,341.50	$25,657.77	$18,614.84
Project "E" Construction Sub-total	$9,809.01	$11,002.00	$11,794.90	$17,390.00	$12,959.95	$12,591.17
Project "F" Construction Sub-total	$8,734.93	$9,563.50	$9,624.25	$15,123.00	$11,766.27	$10,962.39
Project "G" Construction Sub-total	$14,989.10	$15,287.00	$17,015.10	$18,477.00	$20,158.66	$17,185.37
Project "H" Construction Sub-total	$18,674.50	$17,577.00	$19,889.60	$22,682.00	$26,392.87	$21,043.19
Grand Total	$132,397.12	$144,680.00	$151,192.35	$172,484.00	$186,902.91	$157,531.28

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 24, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: 2008-City of Edcouch- Street Improvements

BID NO: 5008-20-0311-5000-2000-UCP-ML2

No Addendums Required

PROCUREMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGEMENT OF ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Dreamhome Construction	N/A	$ 144,777.00	NONE SUBMITTED
#2	M. F. Site Construction	N/A	$ 132,573.08	BID BOND INCLUDED
#3	Maysa TX LLC	N/A	$ 186,902.91	BID BOND INCLUDED
#4	R & R Paving, LLC	N/A	$ 152,035.35	BID BOND INCLUDED
#5	Sascon Inc.	N/A	$ 172,484.00	BID BOND INCLUDED
#6				
#7				
#8				
#9				
#10				

CONSTRUCTION CONTRACT

This Agreement, entered into this **30TH** day of **March 2010** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of Edcouch** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **MF Site Construction**, a corporation) of Weslaco, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME: **City of Edcouch – Street Improvements**
PROJECT #: **5008-20-0311-5000-2000-UCP-ML2**
PROJECT DESCRIPTION: **"STREET IMPROVEMENTS"**

hereinafter called the project, for the sum of **($132,397.12) One hundred thirty two thousand, three hundred ninety seven dollars, and twelve cents,** and all extra work in connection therewith, under the terms as 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, Supplemental General Conditions and Special Conditions of the contract, the—plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Guzman & Muñoz Engineering and Surveying, Inc.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental 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 a 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 **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: MF Site Construction, Inc..

Address: PO Box 417
Weslaco, TX 78596

Fed. I.D. #/S.S. 71-0876682

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-20514 **15.H.**

Fair Housing Month

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Proclamation declaring April 2010 "Fair Housing Month".

BACKGROUND

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968, and it protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability.

Fiscal Impact

Attachments

Link: fair housing proc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 02:09 PM	APRV
2	Perla Lopez	Perla Lopez	03/24/2010 08:38 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 03/23/2010 01:53 PM

Final Approval Date: 03/26/2010

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to chose where he or she lives, raise a family or owns a home; and,

WHEREAS, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners' of the County of Hidalgo, Texas, do hereby proclaim the month of April 2010, as

"FAIR HOUSING MONTH"

throughout Hidalgo County, and encourage all citizens to join us in recognizing the Fair Housing Act and the important role it plays in our communities.

In WITNESS Whereof, we have hereunto set our hands this 30th day of March, 2010.

Rene A. Ramirez, County Judge, Hidalgo County

Arturo Cuellar, Jr., Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar L. Garza, Jr. Commissioner, Pct. # 4

AI-20513 **15.I.**

CDBG Proclamation

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Presentation and approval of a Proclamation declaring April 4th - April 10th, 2010, as Community Development Block Grant (CDBG) Week.

BACKGROUND

The United States Department of Housing & Urban Development (HUD) is commemorating its 36 years of serving America's cities and urban counties through the CDBG Program.

UCP Contact: Hilda Bazan

Fiscal Impact

Attachments

Link: block grant proc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 02:08 PM	APRV
2	Perla Lopez	Perla Lopez	03/24/2010 08:34 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 03/23/2010 01:43 PM

Final Approval Date: 03/26/2010

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1975 to provide local governments with the resources required to meet the needs of persons of low-and - moderate income, and CDBG funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and,

WHEREAS, the CDBG program has had a significant impact on our local economy through job creation and retention, physical redevelopment of streets and drainage, water and sewer, infrastructure and housing rehabilitation and improved local tax bases; and,

WHEREAS, Hidalgo County, through its Urban County Program, has clearly demonstrated the capacity to administer and modify the CDBG program, as necessary, to identify, prioritize and resolve pressing local and physical redevelopment; and,

NOW, THEREFORE WE by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas do hereby proclaim the week of April 4th through April 10th , 2010, as

"COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEEK"

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing the CDBG Program and the important role it plays in our community.

In Witness Whereof, we have hereunto set our hands this the 30th of March, 2010.

Rene A. Ramirez, County Judge, Hidalgo County

Arturo Cuellar, Jr., Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar L. Garza, Jr. Commissioner, Pct. # 4

NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION
2010 NATIONAL CD WEEK

The 2010 National Community Development (CD) Week will be celebrated from **April 4-10, 2010**. It provides the opportunity for CDBG grantees to meet with their congressional members, showcase CDBG-funded projects and programs, and involve the local community, including local businesses, citizens, and community groups in the week-long celebration.

The National Community Development Association is pleased to provide you with information on National Community Development Week 2010. For the 24th consecutive year, NCDA is spearheading the National Community Development Week campaign. This annual campaign is designed to focus local as well as national attention on the numerous outstanding accomplishments over the past 36 years of the Community Development Block Grant (CDBG) program, funded through the U.S. Department of Housing and Urban Development.

National Community Development Week provides an ideal opportunity to educate citizens at the local level as well as members of Congress regarding the Community Development Block Grant Program and its critical importance in the lives of low- and moderate-income citizens. Last year, hundreds of communities across the nation participated in the campaign and we hope that your community will be able to join us in the 2010 national celebration.

WHY NATIONAL COMMUNITY DEVELOPMENT WEEK?

CDBG program funding has been reduced. In FY 2001, the program received $4.406 billion in formula funding. By FY 2007, the level had been reduced to $3.58 billion. Although, Congress provided a $347 million increase to the program in FY10; the program is still funded ($3.990 billion for FY10) well below the FY 2001 level. It is imperative that all CDBG grantees celebrate and recognize the good work of the program during the 2010 CD Week campaign to gain support for increased funding for the program in FY 2011.

THE U.S. CONFERENCE OF MAYORS' 10 POINT PLAN

On January 24, 2007, the U.S. Conference of Mayors (USCM) announced the 2007 Mayors' 10 Point Plan. Included in the Plan is the doubling of funding for CDBG, to $8 billion. NCDA worked closely with USCM to develop this policy position. As stated in the Plan:

"The nation's mayors recommend that CDBG formula funding be doubled to $8 billion. This additional funding would address the delayed projects and activities which have come about because of cuts to CDBG, and further build on the proven record of an effective affordable housing and revitalization program."

AI-20501 **15.J.**

Library equipment purchase - City of Weslaco / Pct. #1

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia (CDBG Div.)
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 is requesting authority to purchase Public Services (General) Equipment for the public library through Hidalgo County's membership and participation with TPSS-DIR, approved vendor INSIGHT Public Sector SLED (contract #DIR-SDD-223) in the amount of $12,380.00 (quote attached hereto) to include fees and discounts as requested by the City of Weslaco for the Public Library. Hidalgo County Precinct No. 1 UCP Year 22 (2009) Public Services (General) funds will be utilized.

BACKGROUND

The library equipment will be purchased to be placed at the public library computer commence area. INSIGHT Public Sector SLED is an approved vendor through the TPSS-DIR, Contract #DIR-SDD-223. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	INSIGHT Public Sector SLED
Items to be purchased:	(A)20 Thin Client CPUs (B)20 HP Compaq LE 1711 Monitors (C)20 HP Keyboards & Mouse Kits (D)20 HP Integrated Work Center Stands
Purchase Amount:	(A) $7,780.00 (B) $2,600.00 (C) $580.00 (D) $1,420.00 = $12,380.00
Funds Available:	$27,900.00 Year 22 (2009) Precinct No. 1 (Weslaco) Public Services (General) funds.

UCP Contact: Lupita Garcia

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding for the purchase of library equipment will utilize Urban County Year 22 (2009) Precinct #1 Weslaco Public Services General funds.

Attachments

Link: library equip - Insight

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 12:20 PM	APRV
2	Perla Lopez	Perla Lopez	03/23/2010 12:48 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber Started On: 03/23/2010 10:32 AM

Final Approval Date: 03/26/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: DIR **Person Contacted:** Ken Richter

VENDOR #1 **Name:** Insight Public Sector SLED **Contract No. :** DIR –SDD-223 **Phone:** 1-800-467-4448 (5656)

Quantity	Description of Items	Price per Unit	Total Amount
20	T5740 Thin Client ATM/1.66 2GF/ 1GR TC	389.00	7,780.00
		TOTAL:	$ 7,780.00

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Recommendation: _____

Requested by: Sylvia M. Martinez Date 3/16/10 **UCP Approval:** Ana I Baeza Date 3/22/10

Insight PUBLIC SECTOR

Insight Public Sector SLED
6820 South Harl Ave
Tempe,AZ,85283-4318
Tel: 8004674448

SOLD-TO PARTY

City of Weslaco
255 S KANSAS AVE
WESLACO, TX 78596-6158

SHIP-TO ADDRESS

Weslalo Public Library
Martin Mata
525 S KANSAS AVE
WESLACO TX 78596-6215

Quotation

Quotation Number 211898093		**Creation Date** 02/22/2010
PO Number / Date	:	
Customer No.	: 10535944	
Sales Rep	: Steve Rodriguez	
Email	: srodrigu@insight.com	
Telephone	:	
Sales Rep 2	: Ken Richter	
Email 2	: krichter@insight.com	
Telephone 2	: 800-467-4448	X 5656

Dear Martin Mata,
Thank you for considering Insight to be your trusted partners in addressing your evolving IT needs. We appreciate being considered as your solution source and look forward to making IT work for you.

We deliver according to the following terms:

Terms of Payment	: Net 30 days	
Ship Via	: Insight Assigned Carrier / Ground	
Terms of Delivery	: FOB	DESTINATION
Currency	: USD	

Material	Description	Qty	UnitPrice	Extended Price
VU899AA#ABA	**T5740 ATM/1.66 2GF/1GR TC**	20	389.00	7,780.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
EM886A8#ABA	**HP Compaq LE1711 - LCD display - TFT - 17"**	20	130.00	2,600.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
KF885AT	**HP Keyboard and Mouse Kit - Keyboard -USB - mouse - Smart Buy**	20	29.00	580.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
GN783AA	**HP Integrated Work Center Stand - Monitor/desktop stand - carbonite**	20	71.00	1,420.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
			Total	**12,380.00**

Please contact us with any questions or for additional information about Insight Public Sector SLED's complete IT solution offering. Again, thank you for considering Insight Public Sector SLED!

MAR 17 2010

Insight PUBLIC SECTOR

Quotation Number / Creation Date
211898093 / 02/22/2010

Material	Description	Qty	UnitPrice	Extended Price

Sincerely,

Steve Rodriguez

srodrigu@insight.com

Ken Richter
800-467-4448 Ex: 5656
krichter@insight.com
Fax: 480-760-8732

U.S. Communities IT Products, Services and Solutions Contract No. RQ09-997736-42B

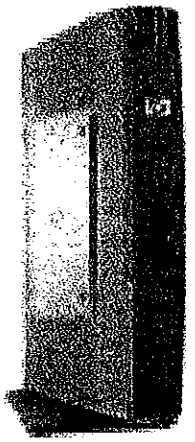
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Thanks for choosing Insight!

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Hewlett-Packard Company

URL Vendor Website
Vendor ID 1941081436211
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 5/2/2010
Contract Exp Date 5/2/2010

Hewlett-Packard Company

Contact Joe Perugini
Phone (936) 689-0598
Fax (832) 442-5921

DIR

Contact Brian Bell
Phone (512) 475-4903
Fax (512) 475-4759

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Contract Overview

Note: Customers must reference **Contract Number DIR-SDD-223** on all orders placed under this contract.

Texas Customers
Customers may submit orders directly to a DIR/HP authorized participating Vendor on the HP Contacts and Resellers list, for processing and invoicing. Customer orders that are processed with a participating Vendor that is certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.

Note: Normal contract pricing for all products is the same no matter which vendor you choose to order from.

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Out-of-State Customers
Out-of-State customers must reference **Contract Number DIR-SDD-223OOS, have prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement** on all orders placed under this Contract.

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Contract: DIR-SDD-223

Standard Terms and Conditions PDF - 64 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 129 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 117 KB | Updated 02/11/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

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Insight Public Sector, Inc.

URL Vendor Website
Vendor ID 1363949000500
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 6/4/2010
Contract Exp Date 6/4/2013

Insight Public Sector, Inc.
Contact Keith Watts
Phone (866) 849-9712
Fax (480) 760-6128

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

How t

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2. G I C P
3. F I

Contract Overview

- **For this contract only - DIR-SDD-972, the vendor, Insight Public Sector, prefers correspondences be send by mail to this address:**
  Insight Public Sector, Inc.
  22721 E. Mission Avenue
  Liberty Lake, WA 99019

Get Adobe Reader

Contract: DIR-SDD-972

Standard Terms and Conditions PDF - 163 KB
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Warranty

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COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: Dir **Person Contacted:** Ken Richter

VENDOR #1 **Name:** Insight Public Sector **Contract No. :** DIR-SDD-223 **Phone:** 1-800-467-4448

Quantity	Description of Items	Price per Unit	Total Amount
20	HP Compaq Le1711-LCD display-TFT-17"	130.00	2,600.00
		TOTAL:	$ 2,600.00

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Recommendation: _____

Requested by: Sylvia M. Munoz Date 3/16/10 **UCP Approval:** Al Basso Date 3/22/10

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Insight Public Sector SLED
6820 South Harl Ave
Tempe,AZ,85283-4318
Tel: 8004674448

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WESLACO, TX 78596-6158

SHIP-TO ADDRESS

Weslalo Public Library
Martin Mata
525 S KANSAS AVE
WESLACO TX 78596-6215

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Quotation Number 211898093		**Creation Date** 02/22/2010
PO Number / Date	:	
Customer No.	: 10535944	
Sales Rep	: Steve Rodriguez	
Email	: srodrigu@insight.com	
Telephone	:	
Sales Rep 2	: Ken Richter	
Email 2	: krichter@insight.com	
Telephone 2	: 800-467-4448	X 5656

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Terms of Delivery	: FOB	DESTINATION
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	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
			Total	**12,380.00**

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Insight PUBLIC SECTOR

Quotation Number / Creation Date
211898093 / 02/22/2010

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Steve Rodriguez

srodrigu@insight.com

Ken Richter
800-467-4448 Ex: 5656
krichter@insight.com
Fax: 480-760-8732

U.S. Communities IT Products, Services and Solutions Contract No. RQ09-997736-42B

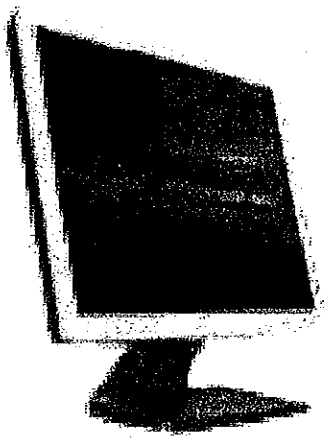
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Hewlett-Packard Company

URL Vendor Website
Vendor ID 1941081436211
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 5/2/2010
Contract Exp Date 5/2/2010

Hewlett-Packard Company
Contact Joe Perugini
Phone (936) 689-0598
Fax (832) 442-5921

DIR
Contact Brian Bell
Phone (512) 475-4903
Fax (512) 475-4759

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Contract Overview

Note: Customers must reference **Contract Number DIR-SDD-223** on all orders placed under this contract.

Texas Customers
Customers may submit orders directly to a DIR/HP authorized participating Vendor on the HP Contacts and Resellers list, for processing and invoicing. Customer orders that are processed with a participating Vendor that is certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.

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Out-of-State customers must reference **Contract Number DIR-SDD-223OOS, have prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement** on all orders placed under this Contract.

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Available

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Services

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Contract: DIR-SDD-223

Addition

Standard Terms and Conditions PDF - 64 KB
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Pricing PDF - 117 KB | Updated 02/11/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

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Insight Public Sector, Inc.

URL Vendor Website
Vendor ID 1363949000500
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 6/4/2010
Contract Exp Date 6/4/2013

Insight Public Sector, Inc.
Contact Keith Watts
Phone (866) 849-9712
Fax (480) 760-6128

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

How t

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Contract Overview

- **For this contract only - DIR-SDD-972, the vendor, Insight Public Sector, prefers correspondences be send by mail to this address:**
  Insight Public Sector, Inc.
  22721 E. Mission Avenue
  Liberty Lake, WA 99019

Get Adobe Reader

Contract: DIR-SDD-972

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Pricing PDF - 15 KB | Updated 02/10/2010
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Price Proposal Form

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

Name of Cooperative: DIR **Person Contacted:** Ken Richter

VENDOR #1 **Name:** Insight Public Sector SLED **Contract No. :** DIR-SDD-223 **Phone:** 1-800-467-4448

Quantity	Description of Items	Price per Unit	Total Amount
20	HP Keyboard and Mouse Kit-USB	29.00	580.00
		TOTAL:	$ 580.00

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Recommendation: _____

Requested by: Sylvia M. Martinez Date 3/16/10 **UCP Approval:** Al Baus Date 3/22/10

Insight PUBLIC SECTOR

Insight Public Sector SLED
6820 South Harl Ave
Tempe,AZ,85283-4318
Tel: 8004674448

SOLD-TO PARTY

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			Total	12,380.00

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Insight PUBLIC SECTOR

Quotation Number / Creation Date
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Ken Richter
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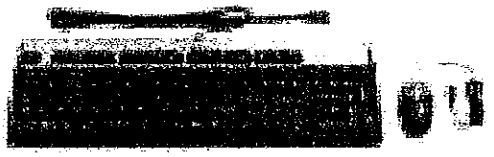
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Vendor ID 1941081436211
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 5/2/2010
Contract Exp Date 5/2/2010

Hewlett-Packard Company

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Contract Overview

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Get Adobe Reader

Contract: DIR-SDD-223

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Get Adobe Reader

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Abbyy
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Hitachi Da
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Idsoftwar

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Appendix
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Warranty

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VENDOR #1 **Name:** Insight Public Sector **Contract No. :** DIR-SDD-223 **Phone:** 1-800-467-4448

Quantity	Description of Items	Price per Unit	Total Amount
20	HP integrated Work Center Stand-Monitor/Desktop stand	71.00	1,420.00
		TOTAL:	$ 1,420.00

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

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Recommendation: _____

Requested by: _____ Date 3/16/10 **UCP Approval:** _____ Date 3/22/10

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SHIP-TO ADDRESS

Weslalo Public Library
Martin Mata
525 S KANSAS AVE
WESLACO TX 78596-6215

Quotation

Quotation Number 211898093		**Creation Date** 02/22/2010
PO Number / Date	:	
Customer No.	: 10535944	
Sales Rep	: Steve Rodriguez	
Email	: srodrigu@insight.com	
Telephone	:	
Sales Rep 2	: Ken Richter	
Email 2	: krichter@insight.com	
Telephone 2	: 800-467-4448	X 5656

Dear Martin Mata,
Thank you for considering Insight to be your trusted partners in addressing your evolving IT needs. We appreciate being considered as your solution source and look forward to making IT work for you.

We deliver according to the following terms:

Terms of Payment	: Net 30 days	
Ship Via	: Insight Assigned Carrier / Ground	
Terms of Delivery	: FOB	DESTINATION
Currency	: USD	

Material	Description	Qty	UnitPrice	Extended Price
VU899AA#ABA	T5740 ATM/1.66 2GF/1GR TC	20	389.00	7,780.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
EM886A8#ABA	HP Compaq LE1711 - LCD display - TFT - 17"	20	130.00	2,600.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
KF885AT	HP Keyboard and Mouse Kit - Keyboard -USB - mouse - Smart Buy	20	29.00	580.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
GN783AA	HP Integrated Work Center Stand - Monitor/desktop stand - carbonite	20	71.00	1,420.00
	HP AGENT - STATE OF TEXAS DIR(# DIR-SDD-223)			
			Total	12,380.00

Please contact us with any questions or for additional information about Insight Public Sector SLED's complete IT solution offering. Again, thank you for considering Insight Public Sector SLED!

Insight PUBLIC SECTOR

Quotation Number / Creation Date
211898093 / 02/22/2010

Material	Description	Qty	UnitPrice	Extended Price

Sincerely,

Steve Rodriguez

srodrigu@insight.com

Ken Richter
800-467-4448 Ex: 5656
krichter@insight.com
Fax: 480-760-8732

U.S. Communities IT Products, Services and Solutions Contract No. RQ09-997736-42B

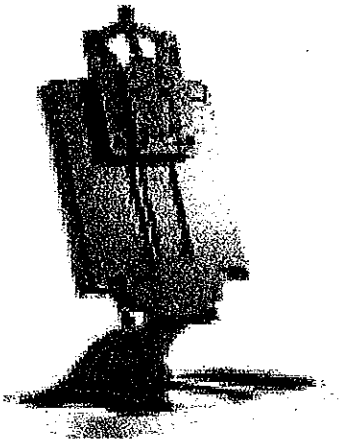
Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products and Technology Services/Solutions Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Thanks for choosing Insight!

Subject to IPS Terms & Conditions online at www.ips.insight.com/TermsandConditions unless purchase is being made pursuant to a separate written contract in which case the terms of the separate written contract shall govern.



Hewlett-Packard Company

URL Vendor Website
Vendor ID 1941081436211
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 5/2/2010
Contract Exp Date 5/2/2010

Hewlett-Packard Company

Contact Joe Perugini
Phone (936) 689-0598
Fax (832) 442-5921

DIR

Contact Brian Bell
Phone (512) 475-4903
Fax (512) 475-4759

How t

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Contract Overview

Note: Customers must reference **Contract Number DIR-SDD-223** on all orders placed under this contract.

Texas Customers
Customers may submit orders directly to a DIR/HP authorized participating Vendor on the HP Contacts and Resellers list, for processing and invoicing. Customer orders that are processed with a participating Vendor that is certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.

Note: Normal contract pricing for all products is the same no matter which vendor you choose to order from.

Orders submitted directly to HP - Customers may submit orders directly to HP for processing and invoicing. A customer may use any HP authorized dealer in conjunction with HP¿s Influencer Program. If doing so, the customer must reference the dealer company name and address on the purchase order that the customer submits directly to HP.

Out-of-State Customers
Out-of-State customers must reference **Contract Number DIR-SDD-223OOS, have prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement** on all orders placed under this Contract.

Get Adobe Reader

Contract: DIR-SDD-223

Standard Terms and Conditions PDF - 64 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 129 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 117 KB | Updated 02/11/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available

Hewlett-P
Services

Available

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Computer
Computer
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Computer
Computer

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Appendix
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Insight Public Sector, Inc.

URL Vendor Website
Vendor ID 1363949000500
HUB Type Non HUB

DIR Contract Number DIR-SDD-223
Contract Term End Date 6/4/2010
Contract Exp Date 6/4/2013

Insight Public Sector, Inc.
Contact Keith Watts
Phone (866) 849-9712
Fax (480) 760-6128

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

How t

1. F I K
2. G I C p
3. F I

Contract Overview

- **For this contract only - DIR-SDD-972, the vendor, Insight Public Sector, prefers correspondences be send by mail to this address:**
  Insight Public Sector, Inc.
  22721 E. Mission Avenue
  Liberty Lake, WA 99019

Get Adobe Reader

Contract: DIR-SDD-972

Standard Terms and Conditions PDF - 163 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 75 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 15 KB | Updated 02/10/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

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Available

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Software

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Appendix
Warranty

© Department of Information Resources 2009

DIR Approved Vendors -

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software	236
	Networking Products & Services	235
	Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 890
SHI Government Solutions	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

AI-20506 **15.K.**

Library equipment purchase - City of Mercedes

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia (CDBG Div.)
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Public Services (General) Equipment for the public library through Hidalgo County's membership and participation with Buy Board, approved vendor Gaylord Bros., Inc. (contract #328-09) in the amount of $1,214.38 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Public Library. City of Mercedes UCP Year 22 (2009) Public Services (General) funds will be utilized.

BACKGROUND

The library equipment (Study Desk) will be purchased to be placed at the public library reference area. Gaylord Bros., Inc is an approved vendor through the Buy Board, Contract #328-09. Delivery is expected within 30 days from receipt of purchase order.

Vendor: Gaylord Bros., Inc.
Purchase Amount: $1,214.38
Funds Available: $844.25 Year 22 (2009) Mercedes Public Services (General) funds
$370.13 Check No. 093828 from Mercedes General Fund to UCP

UCP Contact: Lupita Garcia

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) City of Mercedes Public Services General funds for the purchase of library equipment.

Attachments

Link: equip vendor Gaylord

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 01:08 PM	APRV
2	Perla Lopez	Perla Lopez	03/23/2010 03:43 PM	APRV

3	Auditor's Office	03/26/2010 04:09 PM	NEW
Form Started By: Estella Webber		Started On: 03/23/2010 12:45 PM	
Final Approval Date: 03/26/2010			

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: BuyBoard **Person Contacted:** Dana Knapp

PURCHASE #1 **Name:** Gaylord Bros. Inc. **Contract No. :** 328-09 **Phone:** 315-634-8302 / 800-469-1592 x 8302

Quantity	Description of Items	Price per Unit	Total Amount
1	Study Carrel Single Faced Harmony 48Hx36Wx31D (Designer Panel) (Study desk for Reference Desk)	951.97	951.97
1	Power Tailgate Delivery	.01	.01
1	Inside Delivery	.01	.01
1	Shipping/Freight	262.39	262.39
		TOTAL:	1,214.38

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Requested by: Olga Rosas **Date** 3/17/2010 **UCP Approval:** _____ **Date** 3/22/10

Gaylord Price Quote #102312
Buyboard Contract # TX09

For: **MERCEDES MEMORIAL LIBRARY**
434 S OHIO ST
MERCEDES, TX 78570
Contact: OLGA ROSAS (Acct# 685791)

Phone: 956-565-3114
Fax:
E-mail: OROSAS@CI.MERCEDES.TX.US

Date: 3/17/2010

Gaylord Bros.
P.O. Box 4901
Syracuse, NY 13221-4901
Bids: 800-469-1592
Bids Fax: 800-891-5280

To receive pricing when ordering reference Gaylord Priority Code: 102312

MPC	Product #	Description	Qty	Unit Price	TOTAL
MA	MYRCS-D	Carrel Reading Designer Single Faced Harmony 48H x 36W x 31"D {Each}	1	$951.97	$951.97
	MYRCS-D	Power Tailgate {ODC}	1	$0.01	$0.01
	MYRCS-D	Inside Delivery {ODC}	1	$0.01	$0.01

Product SubTotal	**$951.99**
Shipping and Processing	**$262.39**
Estimated Tax	
Other	
Grand Total	**$1,214.38**

Sales tax extra if applicable
Please state color choice when ordering

Terms: Net 30
FOB Destination (Pre-Paid & **Added**)

Shipment: 7-9 Weeks ARO
Price Firm Until: 06/30/2010

Gaylord Representative: Dana Knapp Phone ext. 8302

Comments:
19% Discount Plus Shipping Costs & "Free" ODC's.

Note: Price Does Not Include Unpacking Or Assembly Of Any Kind.

Vendor Contract Information

Proposal Documents | Back

Vendor: Gaylord Bros Inc
Address: Box 4901
Syracuse, NY 13221
Phone: (800) 448-6160
Contact: Jerome Dubos
Email: bids@gaylord.com
Website: www.gaylord.com
Federal ID: 57-1164294
Accepts RFQs: Yes
Contract: Instructional Supplies & Equipment #328-09
Effective Date: 11/1/2009
Expiration Date: 10/31/2012
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Free Shipping
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
TX09
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Free shipping on all orders over $100.00. Shipping fees will be charged on all furniture items.
Return Policy: Call customer service at 800-448-6160 for return instructions & RA number.

[Log Out]

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Current BuyBoard Vendors

Instructional Supplies & Equipment #328-09 — **Expires: 10/31/2012**

**Abecedarian	AccuCut Services, LLC	Adventures in Learning
American Ceramic Supply Co	Armadillo Clay & Supply	Attainment Company
BMI Educational Services	**Brewer Educational Resources	Brodart Company
**Brooks Duplicator Company	Capital Microscope Services, Inc.	Career Kids, LLC
Carolina Biological Supply Co	Childcraft Education Corporation	**Claridge Products & Equipment, Inc.
**Classic School Supply	Classroom Products Warehouse	Constructive Play Things
Coole School Day Planner Systems	CWK Network, Inc.	D & H Distributing Company
Dick Blick Company	**DynaStudy, Inc.	EAI Ed.
Educational Products, Inc.	Educators Outlet, Inc.	Ellison Educational Equipment, Inc.
Essential Skills Software Inc.	ETA/Cuisenaire	Examgen, Inc.
Films Media Group	Fisher Science Education, A Fisher Scientific C	Flinn Scientific, Inc.
Flocabulary, LLC	Frey Scientific, a Division of School Specialty	Frog Street Press Inc.
Gaylord Bros Inc	GBC (formerly General Binding Corporation)	GF Educators, Inc.
Hammond & Stephens, Div. Of Premier Agend	Hatch, Inc.	Health Edco (WRS Group)
Heinemann-Raintree Classroom	HMH Supplemental Publishers, Inc.	Innovative Learning Concepts, Inc.
Jarrett Publishing Company	**KAMICO Instructional Media, Inc.	Kaplan Early Learning Company
Knowledge Unlimited Inc.	Lakeshore Learning	Laureate Learning Systems
Learning Links, Inc.	Learning Services, Inc.	Learning Zone
**Manning's Supply	**Mentoring Minds, LP	**Microscope World
**National Educational Systems, Inc.	National Reading Styles Institute	NEBRASKA SCIENTIFIC
Oriental Trading Company	Pacific Learning	PASCO scientific
Paxton/Patterson LLC	PCI Educational Publishing	Penn State Industries
Perfection Learning Corporation	Pitsco Education	**Positive Promotions
Premier Agendas, Inc.	Prentke Romich Company	Primary Concepts
Pro-Ed, Inc.	Rand McNally	Rapid Assist Technology, Inc.
Red Brick Learning	Renaissance Learning, Inc.	Rifton Equipment
S&S Worldwide, Inc.	Sargent-Welch Scientific Company (VWR)	Scholastic Book Fairs
School Mate	School Specialty Inc. - Sax Arts	School Specialty, Inc. (Inst Supp., Office Pape
Science Kit, Inc.	Social Studies School Service	Springboards to Education
Standard Stationery Supply Co	Super Duper Publications	Teach-Mart
The Learning Patch	**The Schoolhouse Store	**The Science Lab
**The Student Planner	**The Write Shop, Inc.	Ward's Natural Science, Inc.
Wood Etc. Corporation	Youth Light, Inc.	Zaner-Bloser, Inc.
Zula USA, LLC		

Job Order Contracting Proposal #258-07 — **Expires: 4/30/2012**

Jamail & Smith Construction	R. S. Means Company

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Gaylord Bros. Inc. Phone: 800-782-1397 Fax: 315-457-9655

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.)
7282 William Barry Blvd. Remit To: P.O. Box 4901

Requester's name and address (optional)

City, state, and ZIP code
North Syracuse, NY 13212 Syracuse, NY 13221-4901

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
5 7 - 1 1 6 4 2 9 4

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 ▶ Joni Green Date ▶ 7/21/06

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,

city of **mercedes**
It Starts Here!

March 10, 2010

County of Hidalgo Urban County Program
c/o Lupita Garcia, UC Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Request for Purchase Order

Dear Mrs. Garcia;

The City of Mercedes is requesting issuance of a purchase order in the amount of $ 1,214.38 to Gaylord Bros. Inc. for the purchase of one (1) Study desk for the Reference Area in the Mercedes Public Library. A price proposal was solicited through Buy Board from Gaylord Bros. Inc. for the Library furnishing. A payment in the amount of $ 370.13 is being made payable to Urban County Program from the City's General Fund. The purchase order and payment for this expense should be dispensed from the following account in the amount stated:

A/C# 5009-50-0500-5000-5000 - $ 844.25 – Public Services – Library

(A/C # 01-536-2525 - $ 370.13 – City's General Fund)

Thank you in advance for your assistance, and should you have any questions or require further information please do not hesitate to contact me at (956) 565-3114, Ext. 129.

Sincerely,

Olga Rosas

Olga Rosas
Grants/Fixed Assets Coord.

cc: File

2010

MAR 19 2010

(956) 565-3114 400 So. Ohio St. P.O. Box 837 Mercedes, Texas 78570

CITY OF MERCEDES POOLED CASH FUND 400 SOUTH OHIO MERCEDES, TEXAS 78570 CHECK NUMBER 093828

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
3/18/2010	03/10/20		FURNITURE/FIXTURES	370.13
	PURCHASE OF STUDY DESK- LIBRARY			

STUB TOTAL 370.13

PLEASE DETACH STUB BEFORE DEPOSITING CHECK TOTAL 370.13

VEND: 03242 CHECK DATE: 3/18/2010 CHECK NO: 93828

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CITY OF MERCEDES

POOLED CASH FUND
400 SOUTH OHIO
MERCEDES, TEXAS 78570

FIRST NATIONAL BANK
MERCEDES, TEXAS

093828

	IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
BANK: FNB	VEND: 03242	3/18/2010	93828	370.13

---- THREE HUNDRED SEVENTY & 13/100 DOLLARS ----

VOID AFTER 90 DAYS

PAY TO THE ORDER OF

URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TX 78577

⑈093828⑈ ⑆114921415⑆ ⑈00746118791⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

AI-20505 **15.L.**

Library equipment purchase - City of Weslaco / Pct. #1

CC REGULAR

Date:	03/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia (CDBG Div.)
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 is requesting authority to purchase Public Services (General) Equipment for the public library through Hidalgo County's membership and participation with TPSS-DIR, approved vendor CDWG (contract #DIR-SDD-673) in the amount of $498.26 (quote attached hereto) to include fees and discounts as requested by the City of Weslaco for the Public Library. Hidalgo County Precinct No. 1 UCP Year 22 (2009) Public Services (General) funds will be utilized.

BACKGROUND

The library equipment (an Electrol Projection Screen) will be purchased to be placed at the public library computer commence area. CDWG is an approved vendor through the TPSS-DIR, Contract #DIR-SDD-673. Delivery is expected within 30 days from receipt of purchase order.

Vendor: CDWG
Purchase Amount: $498.26
Funds Available: $27,900.00 Year 22 (2009) Precinct No. 1 (Weslaco) Public Services (General) funds.

UCP Contact: Lupita Garcia

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding for the purchase of library equipment will utilize Urban County Year 22 (2009) Precinct #1 Weslaco Public Services General funds.

Attachments

Link: library purchase vendor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	03/23/2010 12:44 PM	APRV
2	Perla Lopez	Perla Lopez	03/23/2010 12:57 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Estella Webber Started On: 03/23/2010 12:17 PM

Final Approval Date: 03/26/2010

Price Proposal Form

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

Name of Cooperative: DIR **Person Contacted:** Matthew Thomas

VENDOR #1 **Name:** CDWG **Contract No. :** DIR-SDD-673 **Phone:** 1-866-465-9979

Quantity	Description of Items	Price per Unit	Total Amount
1	Da-Lite Slimline Electrol Projection Screen (motorized, 120 V)	498.26	498.26
		TOTAL:	$ 498.26

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Recommendation: _____

Requested by: Sylvia M. Martinez Date 3/16/10 **UCP Approval:** Alice Brown Date 3/22/10

CDW·G

800.581.4239

Quote Information

Quote #: 1B1KVK1

Status: Open
Quote Date: 3/10/2010
Contact: ANTONIO NAVARRO
Description: SCREEN ONLY FINAL

Need Help?



Contact
Matthew Thomas
Phone: (866) 465-9979
Fax: (312) 705-7629
Email:mthomas2@cdw.com

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

ANTONIO NAVARRO
ATTN: WESLACO PUBLIC
525 S KANSAS AVE
WESLACO , TX 78596-6215

(956) 968-4533

Shipping Address

WESLACO PUBLIC LIBRARY

ATTN:ANTONIO NAVARRO
525 S. KANSAS
WESLACO , TX 78596

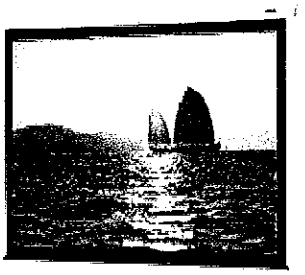
Payment Method

Select payment method during checkout.

Shipping Method

Drop Ship Ground

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Da-Lite Slimline Electrol projection screen (motorized, 120 V) - 84 in (21	Texas Dir Sdd 673	1683482	76757	1	$498.26	$498.26
				Sub-Total		$498.26
				Shipping:		$0.00
				Grand Total		$498.26



All

Home | Co-op Contracts | TexasOnline | Security | DCS | CTS



< Return to search results

CDW Government, Inc.

URL Vendor Website
Vendor ID 1364230110800
HUB Type Non HUB

DIR Contract Number DIR-SDD-673
Contract Term End Date 5/15/2010
Contract Exp Date 5/15/2009

CDW Government, Inc.
Contact John Johnsen
Phone (312) 705-0909
Fax (312) 705-9492

DIR
Contact Aiko Morales
Phone (512) 475-0515
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-673

Standard Terms and Conditions PDF - 167 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 90 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 21 KB | Updated 02/10/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

DIR Approved Vendors -

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software	236
	Networking Products & Services	235
	Audio Conferencing Services, Technology-Based. Conferencing & Video Svcs.	838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 890
SHI Government Solutions	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Voice	Software	937

AI-20475 **16.A.**

2010 Chapter 19 Funds Appropriation
CC REGULAR

Date: 03/30/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: Elections Administration

Information

CAPTION

1. Approval of 2010 certification of revenues, as certified by the County Auditor, for 2010 Chapter 19 Funds.

2. Approval of 2010 appropriation of funds for Chapter 19 Funds (1283) in the amount of $109,497.85.

BACKGROUND

Election Code: Chapter 19 Financing of Voter Registration related activities for the Election Administration Department. Funding is generated through the initial, canceled, and updated registrations of voters in Hidalgo County. State funds disbursed under this chapter may be used only to defray expenses of the registrar's office in connection with voter registration.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-XXX-00-130-018-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
appropriation of funds in the amount of $109,497.85

Attachments

Link: 2010 Ch. 19 Funds- BA
Link: Certification of Revenues Ch.19

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	03/24/2010 09:31 AM	APRV
2	Yvonne Ramon	Yvonne Ramon	03/26/2010 09:05 AM	APRV
3	Budget & Management	Erika Zamora	03/26/2010 09:18 AM	APRV
4	Roland Garcia	Rolando Garcia	03/26/2010 01:18 PM	APRV
5	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Veronica Lopez Started On: 03/22/2010 01:12 PM

Final Approval Date: 03/26/2010

DATE: March 22, 2010

2010
Transfer
AI- 20475

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 0-1283-XXX-00-130-018-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, 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 accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
0-1283-414-00-130-018-0- 336	2010 Chapter 19 Funding- Computer Srv	$109,497.85
0-1283-334-10-130-018-0- 000	2010 Chapter 19 Funding- Revenue	$109,497.85
TOTAL BUDGET INCREASE (DECREASE)		$109,497.85

Reason: Appropriate funding from 2010 Ch. 19 Funds into Computer Services for future expenditures.

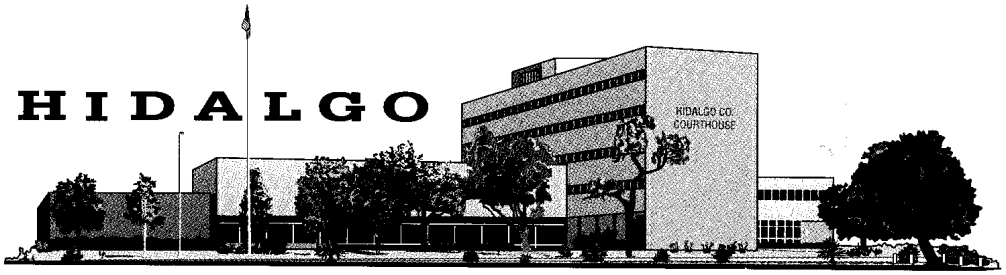
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 26, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$109,497.85	2010 Chapter 19 Allocation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/26/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COPY

ELECTIONS DEPARTMENT
County Of Hidalgo

YVONNE RAMON
ELECTIONS ADMINISTRATOR

MEMORANDUM

Date: March 22, 2010
To: Mr. Ray Eufracio, CPA
County Auditor

From: Yvonne Ramón YR
Elections Administrator

RE: 2009 Voter Registration Activity Statement

Attached please find the Secretary of State's official 2009 Voter Registration Activity Statement for the period of January 1, 2009 through December 31, 2009. The funds will be made available after June 1, 2010.

Agenda item # 20475 has been created for the March 30, 2010, Commissioner's Court meeting in which we will ask for a budget appropriation.

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

Cc: Ms. Linda Fong
1st Asst. County Auditor

Ms. Arcilia Duran
Director of Audit Division

Ms. Norma Garcia
Treasurer

Mr. Mike Escaname
Grant Accounting Supervisor

Mr. Rolando Garcia
Planning Analyst I

Mrs. Veronica Lopez-Nixon
Accountant Elections Dept.

RECEIVED BY
COUNTY AUDITOR
2010 MAR 23 AM 10:50

REC'D MAR 04 2010

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

MEMORANDUM

TO: Voter Registrars and Elections Administrators

FROM: Ann McGeehan, Director of Elections

DATE: February 26, 2010

RE: 2009 Voter Registration Activity Statement

The Secretary of State's Office has certified, using the state master file of registered voters, the attached reimbursable counts for your county for the year 2009. The transaction dates eligible for reimbursement are **January 1, 2009 through December 31, 2009.** To confirm that your county agrees with the attached figures and reimbursement allotment, please respond to this e-mail by selecting and initialing the proper response below:

COUNTY: Hidalgo

ACTIVITY	2009 TOTALS		REIMBURSEMENT
New	7521	x .25	$1880.25
Cancellations	1261	x .40	$504.4
Reimbursements/Changes	5886	x .40	$2354.4
Number of Voters as of January 1, 2010	288145		
Deduct Number of "New" voters from previous year Sec. 19.002 (a)(4)	26248		
Difference of Total Registered and New Voters	261897	x .40	$104758.8

3/22/10 GMcG

GRAND TOTAL = $109497.85

✓ "Yes, I agree with the figures used for the 2009 Activity Statement; process my statement so funds will be available after June 1, 2010."

_____ "No, I do not agree with the figures used for the 2009 Activity Statement. I will continue to work with the State to reconcile my county's activity on the State master file. I understand that until resolution is made, I will not have any funds from 2009 allocated to my county."

Summary of Reimbursement Allocations:

Section 19.002(a) states:

> Issuance of warrants by comptroller. (a) Each registrar is entitled to receive the sum of the following amounts:

(429) 25 cents multiplied by the number of initial registrations certified under Section 19.001(a)(1);
(430) 40 cents multiplied by the number of canceled registrations certified under Section 19.001(a)(2);
(431) 40 cents multiplied by the number of updated registrations under Section 19.001(a)(3); and
(432) in each even-numbered year, 40 cents multiplied by the difference between the number of registered voters and the number of initial registrations certified for the two previous voting years.

Summary of Reimbursable Changes:
Changes for which a county is eligible for reimbursement are: 1) changes submitted by the voter through a change form; 2) Texas Online application or other written means; 3) changes submitted by a voter through a voter registration application or certificate; 4) completion of a statement of residence form; or 5) completion of a confirmation response form. 6) A county is also eligible for reimbursement for any change of address due to 911 standardization/changes.

Summary of Non-reimbursable Changes:
Changes that are not reimbursable are: changes made to a voter's registration record to correct an erroneous precinct number; clerical corrections; correcting jurisdictional information; or changes due to redistricting, misspellings or birth dates.

Summary of Reimbursable Cancellations:
A reimbursement of 40 cents is provided for cancellations under Section 16.031(a) (1) or Section 16.033. 1) notice from voter indicating new address is outside of the county, including an application form or through the Texas Online application; 2) response to address confirmation notice indicating new address is outside the county; 3) cancellation following a notice of examination; 4) conviction of a felony—(Note that often times inaccurate or incomplete data is received on a felon. We strongly recommend that all felony notifications be sent a notice of examination, rather than immediately canceling the voter. By canceling the voter under the notice of examination, this qualifies your office for a reimbursable cancellation under Section 16.033).

Summary on Non-reimbursable Cancellations:
The reimbursement does not include cancellations based on: 1) receipt of abstract of death; 2) final judgment of the voter's mental incompetence; 3) notice of a voter's disqualification to be registered as a result of an election contest; 4) notice from a voter registrar in another state that a Texas voter has reregistered; 5) notice from the Secretary of State that the voter is a duplicate, based on driver's license or social security information; 6) at a voter's request to be cancelled.

If you have any questions regarding this procedure, please contact Karen Richards, Louria Harrigan, Brenda Hester, A.J. Harper, Gloria Martinez, Mary Kay Spellman or Diana Sanchez toll-free at 1-800-252-2216.

AI-20541 **16.B.**

Elections Presentation

CC REGULAR

Date:	03/30/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Presentation of contractual revenues.

BACKGROUND

Background will be handed out during Commissioner's Court.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Presentation only, no budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	03/26/2010 09:05 AM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 09:19 AM	APRV
3	Roland Garcia	Rolando Garcia	03/26/2010 10:21 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Veronica Lopez — Started On: 03/24/2010 03:28 PM

Final Approval Date: 03/26/2010

AI-20522 **16.C.**

2010 Leasing- City of Palmview 032410

CC REGULAR

Date:	03/30/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Palmview for their election to be held on May 8, 2010.

BACKGROUND

One (1) original of Contract for Lease Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: 2010 Leasing- City of Palmview 032410

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	03/26/2010 09:05 AM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 09:19 AM	APRV
3	Roland Garcia	Rolando Garcia	03/26/2010 12:19 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Veronica Lopez — Started On: 03/24/2010 09:11 AM

Final Approval Date: 03/26/2010

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 CITY OF PALMVIEW, 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 May 8, 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 May 8, 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 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 (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and
(F) The amount of $150.00 leasing fee for <u>each</u> 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 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.

6.03 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.

6.04 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.

6.05 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 <u>returned</u> with the signed contract.

6.06 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

Mr. Jorge G. Garcia
Mayor
400 West Veterans Blvd.
Mission, TX 78572

6.07 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 23rd **day of** March, **2010**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF PALMVIEW
NAME OF LEASING ENTITY

BY: _____

PRINT: Jorge G. Garcia

TITLE: Mayor

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-20483 **17.A.**

On-Site Monitoring Notice

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

On-Site Monitoring Review Notice

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

On-Site Monitoring Review between October 1, 2010 - September 30, 2011.

Attachments

Link: On-Site Monitoring Notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:04 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 12:49 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW
Form Started By: Linda Galaviz			Started On: 03/22/2010 03:30 PM	
Final Approval Date: 03/26/2010				

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Office of Head Start
8th Floor Portal Building
1250 Maryland Avenue, SW
Washington, DC 20024

To: Board Chairperson
Mr. Rene D. Ramirez
Hidalgo County Head Start Program / 06CH0183
1901 W. State Highway 107
McAllen, TX 78504

From: Responsible HHS Official
Ms. Yvette Sanchez Fuentes
Director, Office of Head Start

February 5, 2010
Date

Triennial and First Year Monitoring Reviews

The Office of Head Start (OHS) will be conducting an on-site monitoring review of your Head Start program between October 1, 2010 and September 30, 2011, pursuant section 641A(c) of the Head Start Act. This letter outlines the initial steps to initiate the partnership for planning the review.

Danya International, Inc. (Danya), the Head Start Monitoring Support contractor, starts the process by contacting you for vital information. Danya will contact you to request that you submit the dates that your program will be open, have children in session, and be available for review. Danya will provide you with an electronic availability calendar. Use the calendar to identify two weeks of availability for each month that your program will be open. Do not include dates when children are not in session. Please submit the calendar to Danya by **March 12, 2010.**

Danya will provide instructions on how to upload the documents that will be reviewed prior to your onsite visit. You are also requested to provide information to assist in pre-site planning. While electronic submission is ideal, if you do not have internet access, Danya will provide instructions on how to submit your documents.

Thirty days prior to the on-site review, Danya will send you written notification of the actual dates of your monitoring review. Soon after the official written notification, the Review Team Leader (RTL) assigned to supervise your on-site review will contact you. This will provide the RTL an opportunity to become familiar with your program and confirm the schedule for on-site activities.

We look forward to working with each of you as we strengthen our efforts to continue to implement a high quality monitoring process to ensure quality for all Head Start and Early Head Start programs.

Please feel free to contact us with questions or comments at **HS2011@Danya.com**.

AI-20555 **17.B.**

Report on Recruitment Count
CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation of Recruitment Report for Program Year 2010-2011

BACKGROUND

Policy Council Meeting: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Recruitment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/25/2010 08:22 AM	APRV
2	Roland Garcia	Rolando Garcia	03/25/2010 09:04 AM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/25/2010 08:02 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program - Recruitment Count

	Center	Class Quota	Recruitment Total 3/12/2010	Recruitment Total 3/22/2010	Total
1	Alamo	117	229	44	273
2	Alton	100	80	80	160
3	Donna I	136	186	89	275
4	Donna II	60	98	30	128
5	Donna IV	33	30	21	51
6	Edcouch	185	131	102	233
7	Edinburg I	57	72	66	138
8	Edinburg II	34	39	30	69
9	Edinburg III	51	65	39	104
10	Edinburg IV	194	215	143	358
11	Edinburg V	154	87	147	234
12	Elsa	57	55	26	81
13	Hidalgo	54	64	37	101
14	La Herencia	52	63	19	82
15	La Joya	91	85	100	185
16	Las Milpas I	114	112	120	232
17	Las Milpas II	51	52	50	102
18	McAllen II	111	70	78	148
19	McAllen IV	51	66	15	81
20	McAllen V	57	85	48	133
21	McAllen VI	51	80	25	105
22	Mercedes I	117	203	75	278
23	Mercedes II	34	35	31	66
24	Mission I	80	35	61	96
25	Mission II	148	124	98	222
26	Mission III	51	65	45	110
27	Mission IV	55	52	26	78
28	Monte Alto	37	41	30	71
29	Palmview I	148	224	50	274
30	Palmview II	148	153	66	219
31	Palmview III	108	172	41	213
32	Pharr	95	99	101	200
33	Progreso	57	38	39	77
34	San Carlos	80	143	22	165
35	San Juan I	54	57	62	119
36	San Juan II	179	179	172	351
37	Sullivan City	94	90	18	108
38	UTPA	34	38	49	87
39	Vine Terrace	56	55	60	115
40	Weslaco I	77	149	85	234
41	Weslaco II	74	200	100	300
42	Weslaco III	97	82	68	150
43	Western Road	57	82	66	148
	Total	3690	4280	2674	6954

AI-20497 **17.C.**

Report of Meals and Snacks Served
CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Report of Texas Department of Agricultural Meals and Snacks Served Each Month

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Meals Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 08:25 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 02:25 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 09:17 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Reports of Texas Department of Agricultural Meals and Snacks Served Each Month

RATIONALE/NEED: These reports will be presented to the Policy Council each month.

RECOMMENDATION: None

COST:

RELATED INFORMATION INCLUDES: Reports for August 2009 through February 2010

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '09	Sept. '09	Oct. '09	Nov. '09	Dec. '09	Jan. '10	Feb. '10	Mar. '10	Apr. '10	May '10	Meal Totals
Breakfast	32,135	66,327	62,558	53,496	38,767	53,114	54,973				361,370
Lunch	32,033	65,868	62,168	53,124	37,986	52,836	54,804				358,819
PM Snack	28,982	60,563	57,452	48,300	33,150	48,659	50,409				327,515
Monthly Totals	93,150	192,758	182,178	154,920	109,903	154,609	160,186				1,047,704

Submitted by: Mrs. SanJuanita Rangel, RD/LD
Child Nutrition Director

AI-20496 **17.D.**

Income and Priority Guidelines

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2010-2011

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Income Guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 08:25 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 02:24 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 09:14 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2010-2011

RATIONALE/NEED: The Hidalgo County Head start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated yearly and must be incorporated into our selection process. (Ref CFR-45, 1305.6(a)).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2010-2011

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Tobar

Poverty Income Guidelines for Eligibility For Head Start Programs

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$10,830	$14,079
2	$14,570	$18,941
3	$18,310	$23,803
4	$22,050	$28,665
5	$25,790	$33,527
6	$29,530	$38,389
7	$33,270	$43,251
8	$37,010	$48,113
Add $3,740 for each additional family member		

Source: Federal Register / Vol. 74, No. 14 / Friday, January 23, 2009.
Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2010 – 2011

The Hidalgo County Head Start Program does NOT deny anyone the right from applying regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance with and is defined in **Texas Vernon's Civil Statute, Texas Probate Code Chapter XIII, Sec. 601et seq**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2010** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref: Federal Register / Vol. 74, No. 14, January 23, 2009.** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children that meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:30 AM till 3:30 PM; Extended service hours up to 5:30 PM will be provided for those parents who work or attend school full time, and on the days their work/school schedule goes beyond 3:30 PM **Ref: 1306.3 (e).**
Selection:	The systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2009 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Rankings for Selection
Program Year 2010 – 2011

Priority Ranking	*Criteria*
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF or SSI** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines.***
6	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
7	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
9	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
11	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

Grantee Board Approval: Pending
Policy Council Approval: Pending

AI-20495 **17.E.**

Certificate for Payment #2

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation for Discussion and Approval of Certificate for Payment #2 to Rigney Construction & Development, LLC, for the Construction of Three (3) New (2) Classroom Portable Buildings, Under Purchase Order No. 78991

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

*Refer to AI-18932 CC 12/15/09.

Attachments

Link: Certificate for Payment #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 08:24 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 02:43 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 09:10 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Presentation for Discussion and Approval of Certificate of Payment #2 to Rigney Construction & Development, LLC, for the Construction of Three (3) Portable Two Classroom Buildings, Under Purchase Order № 78991

RATIONALE/NEED: This is the second partial payment for the construction work performed by Rigney Construction & Development LLC, on the three (3) portable two classroom buildings.

RECOMMENDATION: Administration recommends approval.

COST: Approximately $35,650.26

RELATED INFORMATION INCLUDED: Memo/Application & Certification for Payment

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: March 5, 2010

SUBJ: Application and Certificate for Payment #2

Rigney Construction & Development, LLC has submitted the second "Application and Certificate for Payment" for the construction of the three portable classrooms.

The payment has been certified by the architectural firm of Rike Ogden Figueroa Allex, which is managing the construction.

The amount of this request is for $35,650.26. The first payment was $40,568.79. After this payment our balance on the contract will be $273,780.95. The total contract is for $350,000.

Should you have any questions please let me know.

Thank you.

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Hidalgo County Head Start Program
1901 W. State Hwy 107
Edinburg, TX 78540

PROJECT: HC Head Start Program 3 Portable Buildings

APPLICATION NO: 02
PERIOD TO: 3/31/10
PROJECT NO: 09.112
ARCH PROJ NO: 29009
CONTRACT DATE:
APPLICATION DATE: 2/26/10
INVOICE NO: 02

Distribution To:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

ARCHITECT: Rike Ogden Figueroa Allex Architects
1007 Walnue Ave.
McAllen, TX 78501

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	$	350,000.00
NET CHANGE BY CHANGE ORDERS	$	
CONTRACT SUM TO DATE	$	350,000.00
TOTAL COMPLETED AND STORED TO DATE	$	80,230.59
RETAINAGE:		
5% OF COMPLETED WORK	$	3,155.19
5 % OF STORED MATERIAL	$	856.35
TOTAL RETAINAGE	$	4,011.54
TOTAL EARNED LESS RETAINAGE	$	76,219.05
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	40,568.79
CURRENT PAYMENT DUE	$	35,650.26
BALANCE TO FINISH INCLUDING RETAINAGE	$	273,780.95

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Rigney Construction & Development, LLC

By: _____ Date: February 26, 2010
Carlos Ozuna

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this February 26, 2010

NOTARY PUBLIC: Rosalinda Rodriguez
My Commission Expires: 3/30/2013

ROSALINDA RODRIGUEZ
My Commission Expires
March 30, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 35,650.26

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: Rike Ogden Figueroa Allex Architects

By: _____ Date: 3-5-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AI-20494 **17.F.**

Purchase Instructional Supplies

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Instructional Supplies through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2010

1. National Educational Systems, Inc.	5. Lakeshore
2. Kaplan Early Learning Company	6. School Speciality
3. Gulf Coast Paper Company	7. The Write Shop
4. Oriental Trading Company	8. Staples, Inc.
	9. Hatch

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Purchase Instructional Supplies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 08:24 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 02:13 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:55 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Discussion/Approval on Request to Purchase Instructional Supplies through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2012:

a. National Educational Systems, Inc.
b. Kaplan Early Learning Company
c. Gulf Coast Paper Company
d. Oriental Trading Company
e. Lakeshore Learning
f. School Specialty
g. The Write Shop
h. Staples, Inc.
i. Hatch

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom supplies (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: $324,533.00

RELATED INFORMATION INCLUDED: Participant Info

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director AT

DATE: March 5, 2010

SUBJ: Classroom Supplies -Texas School Board (TASB)

We would like to request for approval to purchase classroom supplies through the Hidalgo County's membership with the Texas School Board's (TASB) multiple awarded vendors. We would like to utilize these vendors for the term of the TASB contract which expires on October 31, 2012.

We would like to have the nine (9) vendors which are: (1) National Educational System, (2) Kaplan Early Learning Company, (3) Gulf Coast Paper Company, (4) Oriental Trading Company, (5) Lakeshore Learning, (6) School Specialty, (7) The Write Shop, (8) Staples, Inc. and (9) Hatch.

The purpose of having several vendors is for the reason that Head Start orders various classroom materials and not every vendor carries every item that Head Start classrooms need. When one vendor does not carry an item we have to call another vendor until we find the item.

Should you have any questions please call me. Thank you.

BuyBoard Cooperative Purchasing

BuyBoard Current Vendors

Vendor	*Address*	*City*	*State*	*Effective*	*Expiration*
National Educational Systems, Inc.	6333 De Zavala Rd	San Antonio	TX	11/1/2009	10/31/2012
Kaplan Early Learning Company	1310 Lewisville Clemmons Rd	Lewisville	NC	11/1/2009	10/31/2012
Gulf Coast Paper Company	1101 S. PADRE ISLAND DR	CORPUS CHRISTI	TX	11/1/2009	10/31/2012
Oriental Trading Company	4206 S 118 St.	Omaha	NE	11/1/2009	10/31/2012
Lakeshore Learning	2695 E. Dominguez St	Carson	CA	11/1/2009	10/31/2012
School Specialty	W6316 Design Drive	Greenville	WI	11/1/2009	10/31/2012
The Write Shop, Inc	P.O. Box 1185	Georgewest	TX	11/1/2009	10/31/2012
Staples, Inc	500 Staples Drive	Farmingham	MA	11/1/2009	10/31/2012
Hatch	311 N. Main ST suite 102	Winston-Salem	NC	11/1/2009	10/31/2012

AI-20493 **17.G.**

Advertise and Approval of Draft Specifications

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Advertise and Approval of Draft Specifications for the Following Services:

1. Air Conditioning Maintenance & Repairs
2. Plumbing Repairs
3. Lawn Care

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Draft Specifications

Link: RFB AC 2010

Link: RFB LAWN CARE

Link: RFB PLUMBING

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 08:24 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 01:32 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:51 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
(1) Air Conditioning Maintenance & Repair
(2) Plumbing Repair
(3) Lawn Care

RATIONALE/NEED: Administration needs to obtain new contracts to continue services to Head Start facilities.

RECOMMENDATION: Administration Recommends Approval

COST: Yearly Estimate Cost:
(1)$25,000 - Air Conditioning Maintenance & Repair
(2)$25,000 - Plumbing Repair
(3)$25,000 - Lawn Care

RELATED INFORMATION INCLUDED: Memo/Specifications

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: March 5, 2010

SUBJ: Advertisement for A/C, Plumbing & Lawn Care Service

We would like to request for approval to advertise for air conditioning service and repairs, plumbing service and repairs, and lawn care service for the next school year.

Mr. Palacios has reviewed the specifications for each service. The term of these service contracts will be from September 2010 through August 2011. The service contracts will allow administration to provide quick and efficient services in the areas of air conditioning maintenance and repairs, plumbing repairs, and lawn care to the Head Start Centers.

Should you have any questions please call me. Thank you.

Bid No: 2010-018-03-30 Air Conditioning Maintenance and Repair	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
Edinburg, Texas

AIR CONDITIONING MAINTENANCE & REPAIR BID #2010-018-03-30
FOR
HIDALGO COUNTY HEAD START PROGRAM

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2010-018-03-30
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit D, consisting of 1 page.
8. Bid Page consisting of 1 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 1 page.

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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

March 30, 2010

_____
Ambrosio Tovar, Procurement Director

March 30, 2010

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

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

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed bids will be received for **"AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on TUESDAY APRIL 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more venders may be designated as approved A Primary and/or A Secondary vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep he County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included fro your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	April 30, 2010
Project Award of Contract or Issuance of Purchase Order	May 25, 2010
Project Commence Work or Deliver Products	September 1, 2010

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (At the County) to disclose in the Conflict of Interest Questionnaire (the ACIQ) attached as Exhibit D, the vendor, person, consultant or contractors affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

"AIR CONDITIONING MAINTENANCE & REPAIR BID #2010-018-03-30
FOR HIDALGO COUNTY HEAD START PROGRAM

March 30, 2010

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR

BID #2010-018-03-30

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT:

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations 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.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. 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 two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

a. Board Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations
g. Pollution - $ 500,000 Per Occurrence
$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$500, 000 - General Aggregate Limit
$500, 000 - Products - Completed
Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$500, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"
CENTER ROSTER

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Peñitas H/S Center** CM: Marissa Guerra 1 Mile South of Hwy 83 Peñitas, TX 78576 Tel: 584-7164 Fax: 580-0418	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**Progreso H/S Center** CM: Sylvia Serrano Corner of S. 1015 & Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Noe Gonzalez Corner of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Oralia DeHoyos 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Mission Kitchen** HC: Susana Garcia 400 W 13th Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Sullivan City H/S Center** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2010-018-03-30

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____ per hour.

Parts Mark Up: _____ %

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____ FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFB.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **Tuesday April 27, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"Air Conditioning Maintenance & Repair" For Hidalgo County Head Start Program**

BID NUMBER: **2010-018-03-30**

BID # RFB#	NAME OF COMPANY	COMPANY REPRESENTATIVE	CONTRACTOR'S PRICE PER HR.
#1			
#2			
#3			
#4			
#5			
#6			
#7			
#8			

DRAFT

CONTRACT FOR SERVICES
BID # C-10-018-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2010 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2011.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall

submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering

his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (_____, 2010) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

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

By:_____
Stephen L. Crain

EXHIBIT A

SPECIFICATIONS

EXHIBIT B

FEE SCHEDULE

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IFB-RFB-RFQ-RFI

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

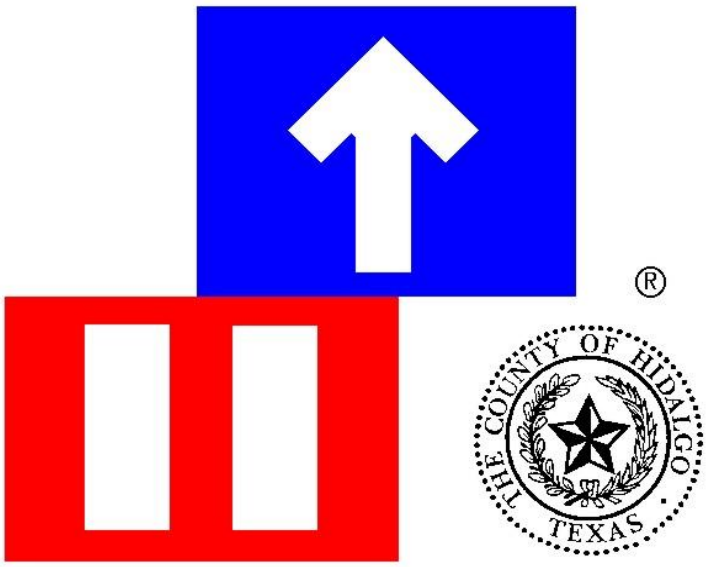
IFB-RFB-RFQ-RFI

BID OPENING DATE: **Tuesday April 27, 2010** **BID OPENING TIME:** **2:00 P.M.**

DEPARTMENT/BID DESCRIPTION: **"Air Conditioning Maintenance & Repair" BID #2010-018-03-30**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.				
2.				
3.				
4.				
5.				
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9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)



Hidalgo County Head Start Program

Bid No: 2010-019-03-30	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR BIDS

LAWN CARE SERVICES

BID #2010-019-03-30

McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"LAWN CARE SERVICES BID #2010-019-03-30
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 3 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bid Page consisting of 1 page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 4 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director March 30, 2010

March 30, 2010

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"LAWN CARE SERVICES"
BID № 2010-019-03-30

Dear Respondents:

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

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2010-019-03-30

1. Sealed bids will be received for **"LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Tuesday, April 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County Head Start Program will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Head Start may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.

- Deliveries shall be accepted between 8:00 AM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

. At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 3:00 P.M.	April 27, 2010
Project Award of Contract or Issuance of Purchase Order	May 25, 2010
Project Commence Work or Deliver Products	September 1, 2010

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"LAWN CARE SERVICE BID #2010-019-03-30
FOR HIDALGO COUNTY HEAD START PROGRAM

March 30, 2010

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "A"

SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR LAWN CARE:

OBJECTIVE:

The objective of this contract is to provide full service for all **"Lawn Care Services"** for Hidalgo County Head Start Program at the facilities listed herein. Work performed shall be in accordance with commercial practice. Contractor understands and agrees that they will supply all equipment and furnish all labor, materials and supplies necessary to complete this contract.

The Hidalgo County Head Start Program is requesting sealed bids for **LAWN CARE SERVICES for** a period of one (1) year with the option to extend for an additional ninety (90) day Grace period at the end of the contract for unforeseen delays.

The following work is required:

1. Awarded Vendor shall perform services in Hidalgo County as per attached list.(EXHIBIT "B")

2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmers, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for **safety precautions**.

3. Service provided shall be on a bi-weekly basis.

4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for **safety precautions**. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions.**

5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.

6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from Procurement Department before any such services are conducted.

7. The Awarded Vendor representative shall sign in (Exhibit "B") Center Roster Sign-In. The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.

8. Any and all damages to property belonging to staff or Head Start done while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)Copy of the all required Insurances must accompany proposal. (EXHIBIT "C")

9. Service Contract shall begin on September 1, 2010 through August 31, 2011 (EXHIBIT "D").

BILLING SPECIFACTIONS:

All Invoices must be submitted to the Field Operations Department on a MONTHLY basis. The following information must be listed on the submitted invoice.

1) Center Location
2) Date
3) Description of service being performed
4) Purchase Order
5) Confirmation Signature from Center Director

ACCESS TO LAWNS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

LOCATIONS:

SEE ATTACHED LIST (EXHIBIT B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. 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 two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"

Head Start Center Directory

ALAMO H/S CENTER C.M.: ENEDELIA FRICKS 303 South 7th Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573	**ALTON H/S CENTER** C. M.: SIMONA PENA 202 W. Dawes Ave. Mission, TX 78572 Phone #: 581-8854 Fax #: 583-6016	**DONNA I H/S CENTER** C.M.: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373	**DONNA II H/S CENTER** C. M.: ALICIA ZAMORA 1715 Miller Ave. Donna, TX 78537 Phone #: 464-2561 Fax #: 461-3830	**EDINBURG IV H/S CENTER** C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432
EDINBURG V H/S CENTER C.M.: ANA VILLAURRUTIA 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax: 383-2760	**ELSA H/S CENTER** C.M.: ALICIA BECERRA 700 Northwest Hidalgo Elsa, TX 78543 Phone #: 262-4542 Fax #: 262-3644	**LA HERENCIA H/S CENTER** C.M.: LUISA BARRERA RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917	**LA JOYA H/S CENTER** C.M.: MARISSA GUERRA 105 E. 5th & Leo Ave. La Joya, TX 78569 Phone #: 581--2022 Fax #: 584-7298	**LAS MILPAS I H/S CENTER** C.M.: VIRGINIA MONTANEZ 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696
MERCEDES I H/S CENTER C.M.: RAMONA PENA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 565-5062 Fax #: 514-1163	**MISSION I H/S CENTER** C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585--7802	**MISSION II H/S CENTER** C.M.:ESTELA GONZALEZ 1105 East 8th St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218	**PALMVIEW I H/S CENTER** C.M.: CYNTHIA GONZALEZ ¼ M. N. 495 on FM 2062 Palmview, TX 78572 Phone #: 580-1394 Fax #: 519-7373	**PALMVIEW II H/S CENTER** C.M.: BEATRIZ NINO Corner Hwy 495 & Schuerbach Rd. Palmview, TX 78572 Phone #: 583-4435 Fax #: 584-3178
SAN CARLOS H/S CENTER C.M.: IRMA GONZALEZ 5 Mile E. Hwy 107 San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-9307	**SAN JUAN II H/S CENTER** C.M.: NORMA DONOVA 601 Earlling Rd. San Juan, TX 78589 Phone #: 782-1056 Fax #:781-9022	**SULLIVAN CITY H/S CENTER** C.M.: MIRTA TRIGO Highway 83 Sullivan City, TX 78595 Phone #: 485-2996 Fax #: 485-9597	**WESLACO II H/S CENTER** C.M.: NATALIA SALAS 9 Mile W. 5 Mile N. Weslaco, TX 78596 Phone #: 969-3064 Fax #: 447-1789	**WESLACO III H/S CENTER** C.M.: ROSALIA MARROQUIN 6 ½ W. & Expressway 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668
WESTERN RD H/S CENTER C.M.: NOE GONZALEZ Corner of 2221 & Western Rd Mission, TX 78572 Phone #: 583-9700 Fax #: 581-8155		**ADMINISTRATION OFFICE** 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706 Fax #: 380-2588		

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“LAWN CARE SERVICES”

EXHIBIT “C”

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "LAWN CARE SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“Lawn Care Services”

EXHIBIT E

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
LAWN CARE SERVICE
BID# 2010-019-03-30

BID PAGE

BID PRICE **MONTH** PER CENTER: _____
(Note: Mowing to be conducted two times a month per Center)

BIDDER'S NAME: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____FAX NUMBER:_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____DATE:_____

HIDALGO COUNTY HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

DRAFT

CONTRACT FOR SERVICES
BID # C-10-019-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2010 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2011.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall

submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering

his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the

Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (_____, 2010) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

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

By:_____

Date approved:
Policy Council 03/24/2010
Commissioners Court 03/30/2010

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

Penalties

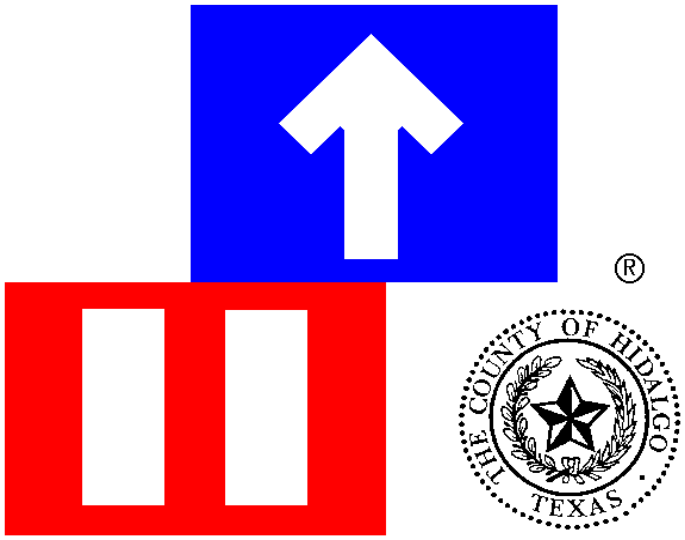
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

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.

Form **MA- W-9** (Rev. April 2009)



Hidalgo County Head Start Program

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"PLUMBING REPAIR BID #2010-020-03-30
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications/BID PAGE, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 1 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 4 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director March 30, 2010

March 30, 2010

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "PLUMBING REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

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

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Bid No: 2010-020-03-30	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
Edinburg, Texas

PLUMBING REPAIR BID #2010-020-03-30
FOR
HIDALGO COUNTY HEAD START PROGRAM

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 S.H. W. State Hwy 107
McAllen, TX 78504
956-380-4149

LEGAL NOTICE

Bid No: 2010-020-03-30

1. Sealed bids will be received for **"PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Tuesday, April 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved A "Primary" and/or A "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase in the open market any commodity reported by a vendor to be on

back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchase orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	April 27, 2010
Project Award of Contract or Issuance of Purchase Order	May 25, 2010
Project Commence Work or Deliver Products	September 1, 2010

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program ("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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid
"PLUMBING REPAIR BID #2010-020-03-30
FOR HIDALGO COUNTY HEAD START PROGRAM

March 30, 2010

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A

SPECIFICATIONS FOR PLUMBING REPAIR

BID #2010-020-03-30

OBJECTIVE: The objective of this contract is to provide full service maintenance and repair of all plumbing systems to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Parts – Price**
6. **Parts Mark-up Price**
7. **Purchase Order**
8. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

The following is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following work is required on an as needed basis:

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
- Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair
- Back Flow prevention system (Install and/or re-certify)

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This

additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. 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 two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2010-020-03-30

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "B"

Exhibit "B"

Hidalgo County Center Directory

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525/781-6309 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78596 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116/283-7827 Fax: 787-4750	**Weslaco II H/S Center** CM: Natalia Salas 3030 N. TEXAS BLVD. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240/630-9876 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Guadalupe Villeda 1901 W. Palm Ave Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Weslaco III H/S Center** CM: Jesse Vela 1317 W. Expressway 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797/687-3665 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Western RD H/S Center** CM: Noe Gonzalez 8245 E. Poinsetta Dr. Mission, TX 78573 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Alicia Zamora 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Hidalgo Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Elvira Segura 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409/581-6453 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361/843-6321 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166/683-0492 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: Bertha Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552/262-9867 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez 501 Palmview Commercial Dr. Palmview, TX 78572 Tel: 580-1394/580-6965 Fax: 519-7373	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Mission Kitchen** HC: Susana Garcia 1208 Paula Dr. Mission, TX 78572 Tel: 581-7415 581-1980 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922/383-0931 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022/581-1372 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 583-4435/583-4413 Fax: 584-3178	**UTPA H/S CENTER** C.M.:LEONOR RUIZ 1201 W. University Dr. Collage of Edinburg, TX 78539 Phone#381-2465 Fax#381-2466	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088/289-1966 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723783-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 3601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 1208 N. Paula Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

EXHIBIT E

PROPOSER’S AFFIDAVIT

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

DRAFT

CONTRACT FOR SERVICES
BID # C-10-020-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2010 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2011.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner

provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not

less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (_____, 2010) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

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

By:_____

Date approved:
Policy Council 03/24/2010
Commissioners Court 03/30/2010

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

AI-20492 **17.H.**

Advertise and Approval of Statement of Qualifications
CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following Services:

1. Medical and Dental Providers
2. Mental Health Providers
3. Special Services Providers

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Advertise and Approval of Statement of Qualifications

Link: RFQ Mental & Dental

Link: RFQ Mental Health

Link: RFQ Spec Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 08:23 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 01:30 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:40 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1) Medical & Dental Providers
2) Mental Health Providers
3) Special Services Providers

RATIONALE/NEED: Administration needs to obtain medical/dental, mental health, and special services for the Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: As specified on services required

RELATED INFORMATION INCLUDED: Memo/Qualifications, Requirements and Scope of Services

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A.T.

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: March 5, 2010

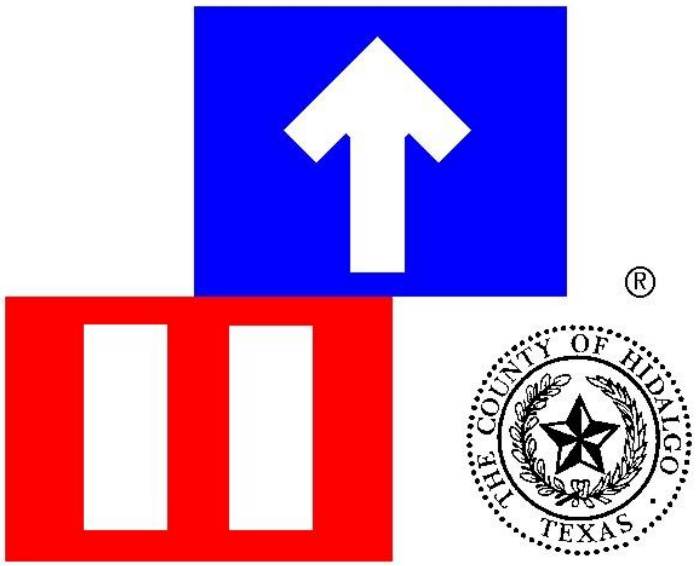
SUBJ: RFQ – School Year 2010-2011

We need to request approval to advertise for "Request for Qualifications" for the areas of; Health & Dental, Mental Health and Special Services. This will allow us to create a pool of providers to provide services for our children for the next school year. We need to prepare early so that providers will be ready for our children.

The Health and Special Services Director reviewed and approved the scope of service for their respective areas.

Should you have any questions please let me know.

Thank you.



Hidalgo County Head Start Program

BID NO:2010-014-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2010-014-03-30

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration, and Primary Covered Transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director — March 30, 2010

Hidalgo County Head Start Program

March 30, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2010-014-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-014-03-30**

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 30 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.
Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 30, 2010
Award of Contract	May 25, 2010
Commence Work or Deliver Products	September 1, 2010

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program’s discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2010-014-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2010-014-03-30

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2010-014-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday, April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-014-03-30

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 23, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ('"the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or

business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, rsumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.

3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.

D. Furnish the following:
   1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

   A. Family profile and health
   B. Nutrition
   C. Development according to age and child's health
   D. Allergies
   E. Mental Health
   F. Health Education
   G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

      1. Height-Weight
      2. Blood Pressure

3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
6. Lead screening – A procedure to determine lead levels in the blood.
7. Immunizations – All or any immunizations required to update the child's health record.
8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines) include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure.

Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
The proposal shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 30, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2010-014-03-30

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2010-014-03-30

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team Comments/Rationale for Points:	20	_____
2.	Experience of Project Manager Comments/Rationale For Points:	25	_____
3.	Experience/Availability of Project Manager Comments/Rationale For Points:	20	_____
4.	Understanding of Project Comments/Rationale For Points:	25	_____
5.	Familiarity with Applicable Rules and Regulations Comments/Rationale For Points:	10	_____

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

RFQ 2010-014-03-30

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

CONFLICT OF INTEREST

RFQ 2010-014-03-30

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

PROPOSER’S AFFIDAVIT

RFQ 2010-014-03-30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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? □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

CONTRACT FOR
MEDICAL & DENTAL

C-10-014-03-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

8. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

9. 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 performance in Hidalgo County, Texas.

10. 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.

11. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

13. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

14. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Form **W-9**
(Massachusetts Substitute W-8 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

Penalties

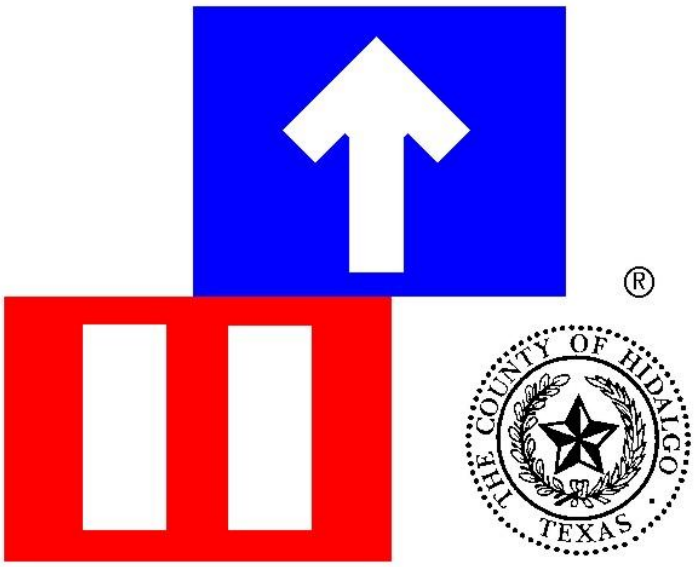
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

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.

Form **MA- W-9** (Rev. April 2009)



Hidalgo County Head Start Program

BID NO:2010-015-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2010-015-03-30

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration and Certification for Primary Covered transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____.

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

March 30, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2010-015-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-015-03-30**

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday April 30, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 30, 2010
Award of Contract	May 25, 2010
Commence Work or Deliver Products	September 1, 2010

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2010-015-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

REQUIREMENTS
Scope of Services

RFQ 2010-015-03-30

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2010-015-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-015-03-30

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 23, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of

property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations;
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
D. Furnish the following:

1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services would include, but may not be limited to the following:

A. Classroom observation.
B. Individual child observation.
C. Psychological Assessment, Screening and Evaluations.
D. Parenting Skills Training.
E. Staff Mental Health Training.
F. Psychological Services.
G. Child, Family and Staff Consultation/Counseling/Play Therapy.
H. Medication Management (Follow-Up).
I. Behavior Modification Plans.
J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
K. Home Visits (As Deemed Necessary).
L. Prescribed Medication (As Deemed Necessary).

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will

be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 30, 2010.** All costs and expenses associated with the preparation and submission of rfq's, bids, proposals and/or quotes shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2010-015-03-30

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2010-015-03-30

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

RFQ 2010-015-03-30

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

CONFLICT OF INTEREST

RFQ 2010-015-03-30

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2010-015-03-30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.:_____ Date: _____

CONTRACT FOR
MENTAL HEALTH

C-10-015-03-30

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September, 2010 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____, (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August, 2011.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services to the clients of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540-0117

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

6. Provider agrees to provide professional liability, premises liability and auto liability insurance covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

8. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

9. The Provider will indemnify and hold the Program and the County of Hidalgo harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

10. 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 performance in Hidalgo County, Texas.

11. 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.

12. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

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

14. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

15. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY:_____
Rene Ramirez, County Judge

By:_____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
RICARDO GONZALEZ,

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
STEPHEN L. CRAIN

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address**: if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
□□□-□□-□□□□

OR

Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

Penalties

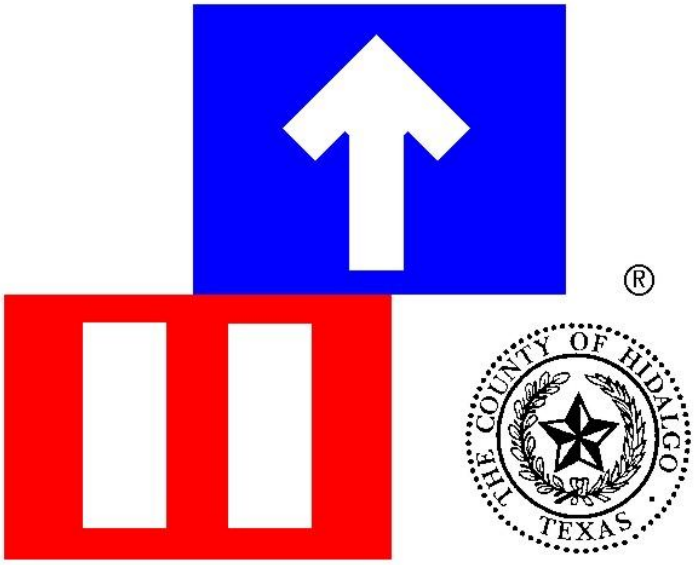
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

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.

Form **MA- W-9** (Rev. April 2009)



Hidalgo County Head Start Program

BID NO:2010-016-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SPECIAL SERVICES PROVIDERS

Hidalgo County Head Start
McAllen, Texas

March 30, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SPECIAL SERVICES PROVIDERS"
BID NO: 2010-016-03-30

1) Request For Qualifications Letter

2) Request for Qualifications, Legal Notice, 7 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, Certification for Primary Covered Transactions 3 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____.

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

May 24, 2010

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SPECIAL SERVICES PROVIDERS"
BID NO: 2010-016-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-016-03-30**

1. Sealed Statements of Qualifications will be received for "SPECIAL SERVICES PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Special Service Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Friday April 30, 2010**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Special Service Providers** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 30, 2010
Award of Contract	May 25, 2010
Commence Work or Deliver Products	September 1, 2010

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program ("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 Head Start Program 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 Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head

Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-016-03-30

March 30, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2010-016-03-30

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-016-03-30

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-016-03-30

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 23, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ('"the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to

conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT.
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Special Services Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, résumé to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and

monitors (Preferably driver and monitor will consist of a male/female, or female/female team).

6. Transportation is a must. **No sub-contracting for transportation shall be allowed**. Vehicles must be registered under the Provider's agency name. The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310.
7. Transportation vehicles must have Rehab logo displayed.
8. Parental signed consent form must be carried in transportation vehicle at all times.
9. Parental Consent Form must not have any attachments without Head Start approval.

D. Furnish the following:
   1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Special Services include, but may not be limited to the following:
   A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
   B. Family and Staff Training.
   C. Speech-Language Therapy - Individual.
   D. Physical Therapy - Individual.
   E. Occupational Therapy - Individual.
   F. Individual Education Plan (I.E.P.) Meetings.
   G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
   H. Staff Technical Assistance.
   I. Direct Supervision of Licensed Assistants in Speech Language Pathology.
   J. Time frame for children's services/treatment to include transport time should not exceed more than two hours. If children receive more than one discipline, separate appointment times should be scheduled.
   K. Children's therapy must be scheduled starting at 1:00 p.m.

L. Special services providers must use the Head Start "Transportation Consent Form" with their letterhead information. (Exhibit F)

M. Children picked-up for therapy services from Head Start site must be returned to the same Head Start site.

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   The proposal shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 30, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

RFQ # 2010-016-03-30

Exhibit B
EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY** (20)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:
   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
SPECIAL SERVICES
RFQ № 2010-016-03-30

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

RFQ 2010-016-03-30

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then 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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2010-016-03-30

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

PROPOSER’S AFFIDAVIT

RFQ # 2010-016-03-30

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My Commission expires: _____, 2010

HIDALGO COUNTY
Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Broker
___ Distributor ___Service Organization ___Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“PARENT CONSENT FOR TRANSPORTATION”

RFQ # 2010-016-03-30

PARENT CONSENT FOR DISABILITY TRANSPORTATION AND EMERGENCY MEDICAL SERVICE

CENTER TO AGENCY

Transportation:

I,_____, hereby give consent for my child_____, to
Name of Parent or Guaridan Child's Name

be transported from the center_____ to _____
Name of Center Name of Agency

for therapy, thereafter, will be transported back to the center.

Emergency Medical Attention:

In the event that I can not be reached for a medical emergency, I authorize the person in charge to take my child_____, to a local attending physician or hospital. I give my consent for
Child's Name

necessary emergency treatment when my child is in the care of such physician, hospital, or clinic.

_____(_____) _____
Parent or Guardian Signature Telephone Number Date

_____(_____)_____
Physician's Name Physician's Address Telephone Number

CONTRACT FOR SERVICES
DISABILITY
C-10-016-03-30

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A.

1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program.

The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider

shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Date approved:
Policy Council 03/ /2010
Commissioners Court 03/ /2010

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **In compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

AI-20491 **17.I.**

Purchase Office Supplies

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Office Supplies through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Multiple Vendors for the Term of the TASB Contract Expiring on October 31, 2012

1. Staples, Inc.
2. Gulf Coast Paper Company
3. The Write Shop

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

Attachments

Link: Purchase Office Supplies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:10 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 01:11 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:36 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Discussion/Approval on Request to Purchase Instructional Supplies through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2012:

a. National Educational Systems, Inc.
b. Kaplan Early Learning Company
c. Gulf Coast Paper Company
d. Oriental Trading Company
e. Lakeshore Learning
f. School Specialty
g. The Write Shop
h. Staples, Inc.
i. Hatch

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom supplies (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: $324,533.00

RELATED INFORMATION INCLUDED: Participant Info

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director AT

DATE: March 5, 2010

SUBJ: Classroom Supplies -Texas School Board (TASB)

We would like to request for approval to purchase classroom supplies through the Hidalgo County's membership with the Texas School Board's (TASB) multiple awarded vendors. We would like to utilize these vendors for the term of the TASB contract which expires on October 31, 2012.

We would like to have the nine (9) vendors which are: (1) National Educational System, (2) Kaplan Early Learning Company, (3) Gulf Coast Paper Company, (4) Oriental Trading Company, (5) Lakeshore Learning, (6) School Specialty, (7) The Write Shop, (8) Staples, Inc. and (9) Hatch.

The purpose of having several vendors is for the reason that Head Start orders various classroom materials and not every vendor carries every item that Head Start classrooms need. When one vendor does not carry an item we have to call another vendor until we find the item.

Should you have any questions please call me. Thank you.

BuyBoard Cooperative Purchasing

BuyBoard Current Vendors

Vendor	*Address*	*City*	*State*	*Effective*	*Expiration*
National Educational Systems, Inc.	6333 De Zavala Rd	San Antonio	TX	11/1/2009	10/31/2012
Kaplan Early Learning Company	1310 Lewisville Clemmons Rd	Lewisville	NC	11/1/2009	10/31/2012
Gulf Coast Paper Company	1101 S. PADRE ISLAND DR	CORPUS CHRISTI	TX	11/1/2009	10/31/2012
Oriental Trading Company	4206 S 118 St.	Omaha	NE	11/1/2009	10/31/2012
Lakeshore Learning	2695 E. Dominguez St	Carson	CA	11/1/2009	10/31/2012
School Specialty	W6316 Design Drive	Greenville	WI	11/1/2009	10/31/2012
The Write Shop, Inc	P.O. Box 1185	Georgewest	TX	11/1/2009	10/31/2012
Staples, Inc	500 Staples Drive	Farmingham	MA	11/1/2009	10/31/2012
Hatch	311 N. Main ST suite 102	Winston-Salem	NC	11/1/2009	10/31/2012

AI-20490 **17.J.**

Declare Obsolete Items

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

*Once approved by Headstart policy council and Commissioner's Court, custodianship will be by the County for disposition and/or auction of items.

Attachments

Link: Declare Obsolete

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:07 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 01:08 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:31 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: List of Surplus Materials/Equipment

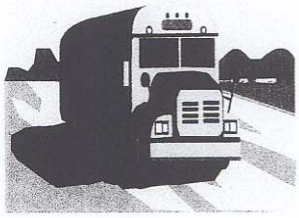
****

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Kovar

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: March 3, 2010

CC: Teresa Flores, Executive Director
Elma Keller, Finance Director
Files

As per our previous conversation, the attachment is a listing of supplies, vehicles and equipment that, in my best judgment, have determined to be obsolete, no longer functional and/or beyond repair. Some of the playground equipment listed is no longer acceptable by State Licensing Department because it is rusted, cracked and also beyond repair.

I am requesting that you present this list to our Policy Council and Commissioners Court for their consideration and approval to declare the attached listing surplus. Once the request is approved concurrently, the property will be under the custodianship of the County and subsequently auctioned April 24, 2010.

Please advise me on your decision so that I may proceed in disposing of the inventory.

Thank you

Attachments

for 380-4180
ATT. Oscar. P.

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

	DEPARTMENT NAME	DEPT. NO.	LOCATION
TRANSFER TO:	Surplus	1601	
TRANSFER FROM:	Hidalgo County Head Start		Administration

Page 1 of 1

CONTACT INFORMATION:

NAME (PRINT) Oscar Palacios PHONE NO. 383-0706 FAX NO. 380-4180

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.	COST	P/U	LOC
1	GMC 4x4 Truck - 1999	702133	1GTEK14R9TE528375	B				
2								
3								
4								
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: Beyond Repair (B)

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	Oscar Palacios	JOPalacios	3-3-10
Person receiving Item(s)			
Reviewed & Processed by FA Division			

FIXED ASSET DIVISION USE ONLY

FROM	TO
DEPT. NO.	DEPT. NO.
AMOUNT	AMOUNT

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial Date

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: RALPH ALVAREZ
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE: 02/02/09

HIDALGO COUNTY, TEXAS

Item Description	Inventory #	Serial/Model #	Quantity
2 Drawer File Cabinet	009109	N/A	1
2 Drawer File Cabinet	MLPPU6	N/A	1
2 Drawer File Cabinet	M4PPU6	N/A	1
2 Drawer File Cabinet	013108	N/A	1
2 Drawer File Cabinet	008128	N/A	1
2 Drawer File Cabinet	0133203	N/A	1
3 Drawer File Cabinet	N/A	N/A	1
4 Drawer File Cabinet	06597	N/A	1
4 Drawer File Cabinet	007595	N/A	1
4 Drawer File Cabinet	010850	N/A	1
4 Drawer File Cabinet	015268	N/A	1
4 Drawer File Cabinet	013320	N/A	1
4 Drawer File Cabinet	002745	N/A	1
4 Drawer File Cabinet Lateral	009109	N/A	1
2 Door Metal Storage Cabinet	N/A	N/A	1
Metal Locker	007709	N/A	1
Metal Locker	007710	N/A	1
4 Ft Classroom Table	003350	N/A	1
4 Ft Classroom Table	4812	N/A	1
Office Table	N/A	N/A	1
Rectangle Table	003350	N/A	1
Classroom Changing Table	010094	N/A	1
Office Desk Cherry Oak	N/A	N/A	1
Executive Office Chair	N/A	N/A	6

Item Description	Inventory #	Serial/Model #	Quantity
Computer Keyboard	N/A	SN K109 0033531 Model KB-101	1
Computer Keyboard	N/A	Model KFK-EA4XT	1
Computer Keyboard	N/A	SN 3C13000123B Model KB-2971	6
Computer Keyboard	N/A	SN 3C12100574B Model KB-2971	1
Computer Keyboard	007732	SN 3C02900227B Model KB-2971	1
Computer Keyboard	N/A	N/A	5
Record Player	6CH 183-01-3876	N/A	1
Record Player	N/A	Model DJ 0154	1
Commercial Water Heater	N/A	N/A	6
Air Conditioner Window Unit	N/A	SN 240T95346 Model Carrier	1
Air Conditioner Window Unit	N/A	SN 9710205991 Model Amana	1
Air Conditioner Unit	N/A	Model Lennox	1
Air Conditioner Unit	N/A	SN9809445173 Model Goodman	1
Air Conditioner Unit	N/A	Model Payne	1
Water Fountain	N/A	Model El Kay	2
Water Fountain	N/A	N/A	3
Electric box	N/A	N/A	5
Commercial Vacuum	N/A	Model Hoover C1404	2
Plastic Work Bench	N/A	N/A	2
Classroom Easels	N/A	N/A	1
Large Fun House	N/A	N/A	3
Small Fun House with Slide	N/A	N/A	1
Fun House with Swing	N/A	Tike	1
Basketball Hoop	N/A	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Metal Saddle Mates	N/A	N/A	13
Area Classroom Rug	N/A	N/A	2
Metal Tricycles	N/A	N/A	5
Plastic Stove	012644	N/A	1
Plastic Stove	005527	N/A	1
Plastic Workshop	N/A	N/A	2
Wooden Phone Booth	005683	N/A	1
Wooden Refrigerator	005525	N/A	1
Wooden High Chair	011830	N/A	1
Wooden High Chair	N/A	N/A	2
Wooden Crib	N/A	N/A	1

Room	Description	Model Type	Tag	Serial №	Status
Auction	Computer	Gateway E4000	17004	0029227968	Damaged
Auction	Computer	GEM Tower Celeron 800	013612	01120116	Poor
Auction	Computer	GEM Tower Celeron 800	Same	013567	Poor
Auction	Computer	GEM Tower Celeron 800	Same	013568	Poor
Auction	Computer	GEM Tower Celeron 800	Same	013541	Poor
Auction	Computer	GEM Tower Celeron 800	013555	01120258	Poor
Auction	Computer	Manda Mini Tower P466	011131	8475	Poor
Auction	Computer	Manda Mini Tower P466	011127	8474	Poor
Auction	Computer	Manda Mini Tower P466	011138	8479	Poor
Auction	Monitor	Adi Provista CM-700	17468	94204FL20314034B	Poor
Auction	Monitor	AOPEN (A70e)	17092	13401130LN	Poor
Auction	Monitor	AOPEN (A70e)	16500	13400919LN	Poor
Auction	Monitor	AOPEN (A70e)	17374	13800417LN	Poor
Auction	Monitor	AOPEN (A70e)	16051	13400992LN	Poor
Auction	Monitor	CTX 19" Flat Panel S961A	16916	7243300249	Damaged
Auction	Monitor	DAEWOD 719BN	17373	GC214W4052	Poor
Auction	Monitor	DAEWOD719BN	16574	GC214W4W4052	Poor
Auction	Monitor	DAEWOD719BN	17081	GC214W4997	Poor
Auction	Monitor	Dell 17" Flat Panel	17024	CN-02Y315-71618-49E-AJXY	Damaged
Auction	Monitor	Dell 17" Flat Panel	16804	CN-0Y9833-71618-696-A849	Damaged
Auction	Monitor	Dell 17" Trinitron	013397	55341C0YEW19	Poor
Auction	Monitor	Dell D1028L	013129	84779-DTU07-C8	Poor
Auction	Monitor	Dell D1028L	014781	84779-A7M8D	Poor
Auction	Monitor	Dell D1028L	014084	84779-A7M8F	Poor
Auction	Monitor	Dell D1028L	014254	84779-A7M5L-C8	Poor
Auction	Monitor	Dell D1028L	014503	84779-A7M8B-C8	Poor
Auction	Monitor	Dell D1028L	014870	84779-A7MP-C8	Poor
Auction	Monitor	Dell E770p	013016	MX-0832-DX-47801	Poor
Auction	Monitor	Dell E770p	16913	MX-0832DX-47801-09Q-11011	Poor
Auction	Monitor	Dell E770p	17449	MX-0832DX-47801-09Q-H0HQ	Poor

Room	Description	Model Type	Tag	Serial №	Status
Auction	Monitor	Dell E770p	013018	MX-0832DX-47801-0B8-H0Q0	Poor
Auction	Monitor	Dell E770p	17456	MX-0832DX-47801-09Q-H078	Poor
Auction	Monitor	Dell E770p	013015	MX-0832DX-47801-0B8-110PX	Poor
Auction	Monitor	Dell E770p	013455	MX-0419TG-47801-289-B	Poor
Auction	Monitor	Dell E770p	013023	MX-06271R0A3-30KA	Poor
Auction	Monitor	Dell P990	013404	2221DA09AS19	Poor
Auction	Monitor	Dell Trinitron	013397	8737498	Poor
Auction	Monitor	Dell Trinitron	013393	873749J	Poor
Auction	Monitor	Elo Touch Screen 17" CRT 1725C	015986	723454301C	Poor
Auction	Monitor	Elo Touch Screen 17" CRT 1725C	015985	723464309C	Poor
Auction	Monitor	Elo Touch Screen 17" CRT 1725C	17457	42200501T	Poor
Auction	Monitor	Gateway EV700AA	17091	LIC24706339	Damaged
Auction	Monitor	GEM G556 BGA	013238	GC1M03B134004190	Poor
Auction	Monitor	GEM G556 BGA	013245	GC1M03B138008050	Poor
Auction	Monitor	GEM G556 BGA	013324	GC1M03B134004111	Poor
Auction	Monitor	GEM G556 BGA	013249	GC1M03B134004259	Poor
Auction	Monitor	GEM G556 BGA	013322	GC1M03B138008057	Poor
Auction	Monitor	GEM G556 BGA	013248	GC1M03B134004255	Poor
Auction	Monitor	GEM G556 BGA	013323	GC1M03B134004254	Poor
Auction	Monitor	GEM G556 BGA	013280	GC1M03B138008052	Poor
Auction	Monitor	GEM G556 BGA	013255	GCAM03B134004208	Poor
Auction	Monitor	GEM G556 BGA	013278	GC1M03B134004247	Poor
Auction	Monitor	GEM G556 BGA	013243	GC1M03B138008161	Poor
Auction	Monitor	GEM G556 BGA	013325	134004256	Poor
Auction	Monitor	GEM G556 BGA	013260	GC1M03B138008043	Poor
Auction	Monitor	GEM G556 BGA	013240	GC1M03B134004269	Poor
Auction	Monitor	GEM G556 BGA	013328	GC1M03B134004144	Poor
Auction	Monitor	GEM G556 BGA	013275	GC1M03B134004201	Poor
Auction	Monitor	GEM G556 BGA	013292	GC1M03B134004266	Poor
Auction	Monitor	GEM G556 BGA	013287	GC1M03B134004198	Poor

Room	Description	Model Type	Tag	Serial №	Status
Auction	Monitor	GEM G556 BGA	013273	GC1M03B134004283	Poor
Auction	Monitor	GEM G556 BGA	013258	GC1M030134004268	Poor
Auction	Monitor	GEM G556 BGA	013290	GC1M03B134004191	Poor
Auction	Monitor	GEM G556 BGA	013281	GC1M03B134004180	Poor
Auction	Monitor	GEM G556 BGA	013326	GC1A03B134004182	Poor
Auction	Monitor	GEM G556 BGA	013283	GC1M03B134004202	Poor
Auction	Monitor	GEM G556 BGA	013265	GC1M03B138008166	Poor
Auction	Monitor	GEM G556 BGA	013296	GC1M03B134004264	Poor
Auction	Monitor	GEM G556 BGA	013253	GC1M03B134004186	Poor
Auction	Monitor	GEM G556 BGA	013525	GC1M30B134004261	Poor
Auction	Monitor	GEM G556 BGA	013530	GC1M30B134004260	Poor
Auction	Monitor	GEM G556 BGA	013527	GC1M03B134004207	Poor
Auction	Monitor	GEM G556 BGA	013271	GC1M03B134004192	Poor
Auction	Monitor	GEM G556 BGA	013282	GC1M03B134004193	Poor
Auction	Monitor	GEM G556 BGA	013259	GC1M03B134004205	Poor
Auction	Monitor	GEM G556 BGA	013257	GC1M03B134004185	Poor
Auction	Monitor	GEM G556 BGA	013262	GC1M03B138008061	Poor
Auction	Monitor	GEM G556 BGA	013327	GC1M03B134004197	Poor
Auction	Monitor	GEM G556 BGA	013239	GC1M03B134004249	Poor
Auction	Monitor	GEM G556 BGA	013294	GC1M03B134004114	Poor
Auction	Monitor	GEM G556 BGA	013284	GC1M03B138008134	Poor
Auction	Monitor	GEM G556 BGA	013274	GC1M03B138008035	Poor
Auction	Monitor	GEM G556 BGA	013535	GC1M03B138008176	Poor
Auction	Monitor	GEM G556 BGA	013252	GC1M03B134004252	Poor
Auction	Monitor	GEM G556 BGA	013244	GC1M03B134004268	Poor
Auction	Monitor	GEM G556 BGA	013295	GC1M03B134004262	Poor
Auction	Monitor	GEM G556 BGA	013528	GC1M03B134004246	Poor
Auction	Monitor	GEM G556 BGA	013330	GC1M03B134004146	Poor
Auction	Monitor	GEM G556 BGA	013291	GC1M03B134004002	Poor
Auction	Monitor	GEM G556 BGA	013524	GC1M03B134004253	Poor

Room	Description	Model Type	Tag	Serial Nº	Status
Auction	Monitor	GEM G556 BGA	013272	GC1M03B138008051	Poor
Auction	Monitor	GEM G556 BGA	013521	GC1M03B134004119	Poor
Auction	Monitor	GEM G556 BGA	013276	GC1M03B138008127	Poor
Auction	Monitor	GEM G556 BGA	013523	GC1M03B134004132	Poor
Auction	Monitor	Hansol 720E	17112	A0407573103	Poor
Auction	Monitor	Hansol 720E	17125	GC214W4136	Poor
Auction	Monitor	Hatch	16727	C641F177000099	Damaged
Auction	Monitor	Hatch	16730	C641F177000088	Damaged
Auction	Monitor	Hatch F7KS	015451	8QR225650490	Poor
Auction	Monitor	Hatch F7KS	015852	8QR225650491	Poor
Auction	Monitor	Hatch F7KS	015459	8QR225650341	Poor
Auction	Monitor	Hatch F7KS	015452	8QR2256650502	Poor
Auction	Monitor	Hatch F7KS	015457	8QR225650489	Poor
Auction	Monitor	Hatch F7KS	015476	8QR225650329	Poor
Auction	Monitor	Hatch F7KS (Tatung)	015026	80B112210150	Poor
Auction	Monitor	Hatch F7KS (Tatung)	013220	80B112210038	Poor
Auction	Monitor	Hatch F7KS (Tatung)	015127	10100494	Poor
Auction	Monitor	Hatch Touch Scr F1770	16728	C641F77000107	Poor
Auction	Monitor	Hatch Touch Scr F1770	16723	C641F177000184	Poor
Auction	Monitor	HP	17391	CND6392CQC	Damaged
Auction	Monitor	KDS VS-9e 17"	013167	0191002733	Damaged
Auction	Monitor	MAGNAVOX DX1785	014003	IAWDX17FG	Poor
Auction	Monitor	MAGNAVOX DX1795	013400	MH4304011575	Poor
Auction	Monitor	MAGNAVOX DX1795	014034	MH4304012462	Poor
Auction	Monitor	Tatung	014429	10100485	Poor
Auction	Monitor	Tatung	014955	5TB038210009	Poor
Auction	Monitor	Tatung	015013	80B117210403	Poor
Auction	Monitor	Tatung	014459	10100227	Poor
Auction	Monitor	Tatung	014093	5TB014210806	Poor
Auction	Monitor	Tatung	014596	10100495	Poor

Room	Description	Model Type	Tag	Serial №	Status
Auction	Monitor	Tatung	014418	10100488	Poor
Auction	Monitor	Tatung C7BZR	014615	10100487	Poor
Auction	Monitor	Tatung C7BZR	014626	10100236	Poor
Auction	Monitor	Tatung C7GXR	008828	3VB834380092	Poor
Auction	Monitor	Tatung C7GXR	008851	3VB833380151	Poor
Auction	Monitor	Tatung C7GXR	008855	3VB831360716	Poor
Auction	Monitor	Tatung C7GXR	008842	3VB834380213	Poor
Auction	Monitor	Tatung C7GXR	008862	3VB824360093	Poor
Auction	Monitor	Tatung C7GXR	008848	3VB834380139	Poor
Auction	Monitor	Tatung C7GXR	008841	3VB834380160	Poor
Auction	Monitor	Tatung C7GXR	008865	3VB817210107	Poor
Auction	Monitor	Tatung C7GXR	008821	3VB834380194	Poor
Auction	Monitor	Tatung C7GXR	008823	3VB834380164	Poor
Auction	Monitor	Tatung C7GXR	008846	3VB834380162	Poor
Auction	Monitor	Tatung C7GXR	008868	3VB824360088	Poor
Auction	Monitor	Tatung C7GXR	008857	3VB831360720	Poor
Auction	Monitor	Tatung C7GXR	008852	3VB831360723	Poor
Auction	Monitor	Tatung C7GXR	008825	3VB834380210	Poor
Auction	Monitor	Tatung C7GXR	008829	3VB834380142	Poor
Auction	Monitor	Tatung C7GXR	008847	3VB833380179	Poor
Auction	Monitor	Tatung C7GXR	008867	3VB817210158	Poor
Auction	Monitor	Tatung C7GXR	008858	3VB833380166	Poor
Auction	Monitor	Tatung C7GXR	008863	3VB817210149	Poor
Auction	Monitor	Tatung C7GXR	008849	3VB834380169	Poor
Auction	Monitor	Tatung TM6714	014336	S99420661	Poor
Auction	Monitor	Tatung TM6714	014770	S99420662	Damaged
Auction	Monitor	Tatung TM6714	014102	S99420640	Poor
Auction	Monitor	Tatung TM6714	014145	S33420037	Poor
Auction	Printer	HP1200n Business Ink Jet	17406	TH48611005	Damaged
Auction	Printer	HP5550 Desk Jet	17100	MY2BK1N2CW	Damaged

Room	Description	Model Type	Tag	Serial №	Status
Auction	Printer	HP5650 Desk Jet	16003	MY4724Q09K	Damaged
Auction	Printer	HP692c Desk Jet	010007	SG76B1F1X1	Damaged
Auction	Printer	HP695c Desk Jet	008874	US8AG1V0F7	Damaged
Auction	Printer	HP940c Desk Jet	015766	MX25M1D05B	Damaged
Auction	Printer	HP950c Desk Jet	013502	MY0AC111WT	Damaged
Auction	Printer	HP950c Desk Jet	013009	MY0AF1105P	Damaged
Auction	Printer	Xerox Phaser 6300dn	16439	WHH160345	Damaged
Auction	Printer	Xerox Phaser 6360dn	17475	DBY171128	Damaged
Auction	Router Device	Netopia 3500 Series	17866	1641706	Damaged
Auction	USB Antenna	WUSB600N LinkSys Wireless-N	N/A	JNW00J714308	Damaged

AI-20489 **17.K.**

Self Assessment Report

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Hidalgo County Head Start Program Self Assessment Report

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

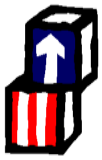
Link: Self Assessment Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:06 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 12:59 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:25 AM

Final Approval Date: 03/26/2010



Hidalgo County Head Start Program
Annual Self Assessment
Program Year 2009 – 2010

Continuous quality improvement is a central belief of the Hidalgo County Head Start program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families throughout the county. As part of this process, the annual Self Assessment provides the program with the means to regularly assess the management systems and program operations in order to continually strengthen the program and the services delivered to children and families.

The Head Start Performance Standards clearly state that at least once each program year, with the consultation and participation of the Policy Council, the Grantee Board and, as appropriate, other community members, grantee agencies must conduct a Self Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal Regulations.

By using the Self Assessment process, the Hidalgo County Head Start Program can assess annually how specific aspects of the Program's operations impact services delivered to children and families. The Self Assessment is an integral part of the Program's planning cycle.

The Self Assessment process involves the collection of information from a variety of sources to determine if systems and services have been implemented and are working effectively. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address the identified weaknesses of the program.

In order to ensure that the Hidalgo County Head Start Program is meeting program goals and objectives and is implementing Federal Regulations, the Program utilized the 2010 Office of Head Start Monitoring Protocol as the primary instrument to record and document the results of the annual Self Assessment.

The Self Assessment results are presented in a summary format based on the eleven (11) areas of the Protocol. A Plan of Action is provided for the area where a concern was identified.

HEALTH SERVICES

Staff Qualifications – Health
Providing Health Services
Health Policies and Procedures
Early Head Start Programs Serving Pregnant Women or New Mothers (N/A)
Management Systems Analysis

SAFE ENVIRONMENTS

Facilities, Materials, and Equipment
Hygiene
Food Safety and Sanitation
Class Size and Staffing
Management Systems Analysis

PROGRAM STRENGTHS:

- Teachers were promoting safety by redirecting children at all times.
- Classrooms were appropriately decorated, and uncluttered.
- Teachers properly modeled and observed the children washing their hands and brushing their teeth.
- All toys and materials were stored in the proper place and easily accessible to the children. There was no risk for falls or injury.
- The classrooms/centers were very clean, inviting, and well organized.
- Staff was very helpful, knowledgeable, and friendly.
- Volunteers were present, helpful and eager to participate.
- Evacuation routes, emergency policies and numbers were clearly posted.
- The sanitation process was observed and maintained.
- The playground was clean and free of hazardous objects.
- Medication was clearly labeled and under lock and key.
- First Aid kits were clearly visible and out of the children's reach.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

NUTRITION SERVICES

Staff Qualifications – Nutrition
Understanding Children's Nutritional Needs
Managing Nutritional Services
Integrating Nutrition into Early Childhood Development
Management Systems Analysis

PROGRAM STRENGTHS:

- Excellent classroom activities were observed.
- The kitchen area was very clean and organized.
- The children's work was nicely displayed around the center.
- The center was clean and organized.
- The children's records were well organized.
- Good communication was noted between staff members.
- Excellent volunteer work/activities were noted around the center.
- Teachers interacted well with the children.
- Classroom organization was excellent.
- The staff was friendly, well organized, and prepared.
- Volunteers were very active in the centers.
- Good classroom management was observed during meal service.
- Nutrition related classroom activities were followed on a daily basis.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

TRANSPORTATION SERVICES

Transportation Services Management
Providing Transportation Services
Bus Driver Credentials, Qualifications, and Training
Arranging for Transportation Services
Management Systems Analysis

PROGRAM STRENGTHS:

- The Program has collaborated with Teaching and Mentoring Communities (TMC) in the planning and implementing of the pre service training for ten (10) years.
- The bus drivers have been trained to replace head lamps, fuses, light bulbs and air conditioner filters and perform minor body work repair to safeguard federal dollars.

- The Program has purchased three (3) new buses to expand the bus routes and increase service to more children.
- All required safety equipment was current and identified.
- The staff was very courteous with all the parents.
- All the required documents were current and easily accessible to the reviewer.
- The buses were very clean and properly maintained.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

DISABILITIES SERVICES

Staff Qualifications – Disabilities
Coordinated Activities
Recruitment and Enrollment
Evaluation and Development of IEP/IFSP
Community Partners
Management Systems Analysis

PROGRAM STRENGTHS:

- The center staff was welcoming, attentive and very accommodating.
- The centers were clean and inviting.
- The children were happy and actively involved in all the activities.
- The disability service aides were observed working with special needs children.
- Parent volunteers were present.
- Documentation was accurate, complete and well organized.
- The children's work was displayed.
- The foster grandparents were present and actively involved with the children.
- A disability service aide has gone above and beyond to learn sign language and used it as a teachable moment with the rest of the class.
- The staff was well prepared, very knowledgeable, and eager to participate in the self assessment process.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

MENTAL HEALTH SERVICES

Staff Qualifications – Mental Health
Implementation of Mental Health Services
Management Systems Analysis

PROGRAM STRENGTHS:

- The centers were inviting and clean.
- The staff was very friendly, cooperative and well prepared.
- There was good documentation in the Child's Record.
- The centers/classrooms were very colorful and nicely decorated.
- The children were happy and very comfortable in their environment.
- Behavior concerns were addressed and properly documented.
- Volunteers were present and actively involved.
- The children's records were neat, and well organized.
- Children's art work was displayed throughout the center.
- Positive Behavior Support was implemented. Praise was used when children demonstrated good behavior and redirected the children as needed.
- Good team work was observed between Head Start staff and public school staff.
- The classroom rules were posted at the children's eye level and reinforced throughout the day.
- A variety of "feelings" books were displayed in the library center.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

FAMILY AND COMMUNITY SERVICES

Staff Qualifications – FCS
Building Relationships with Families
Strengthening Families through the Family Partnership Agreement Process
Encouraging Parent Participation
Building and Maintaining Community Partnerships
Management Systems Analysis

ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, AND ATTENDANCE

Eligibility and Enrollment
Attendance and Participation
Program Options
Management Systems Analysis

PROGRAM STRENGTHS:

- Parent volunteers were present and actively involved in the classrooms.
- The children's records were complete, accurate, and well organized.
- Positive motivation and incentives for promoting attendance were in place.
- The staff was friendly, accommodating, and very knowledgeable of the center operations.
- The parent's comments about the Program were very positive.
- The Parent's Area/Corner was full of information about the Program and community resources. The information was posted in English and Spanish.
- The centers/classrooms were very clean and inviting.
- The parent's/child's work was displayed throughout the centers.
- Collaboration between the public school teacher and the Head Start teacher was observed to be very positive.
- The substitute pool consisted of mostly parent volunteers.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

10% children with disabilities (ERSEA)

PLAN OF ACTION FOR ERSEA

An official waiver addressing the issues has been submitted to Regional Office. Mr. Alfredo Huerta has acknowledged receipt of the waiver. The Program will be notified of the outcome.

EDUCATION AND EARLY CHILDHOOD DEVELOPMENT SERVICES

Teacher Credentialing and Qualifications
Curriculum, Individualization and Assessment
Social – Emotional Development
Cognitive and Language Development
Physical Development
Management Systems Analysis

PROGRAM STRENGTHS:

- The centers were clean and inviting.
- Parents were present and actively involved with the children.
- The staff was very knowledgeable, helpful, and friendly.
- The teachers were sensitive to the children's needs.
- There was excellent classroom management.
- The learning centers were neatly organized and had a variety of materials.
- The teachers used a variety of modalities and materials.
- There was a positive climate throughout the centers.

- The children are well adjusted, comfortable and engaged in assigned/choice tasks.
- The records were well kept and organized.
- Transition activities were well established and consistent.
- The teachers were well organized and prepared.
- The classroom environment is print rich.
- The children's work was displayed throughout the classrooms and centers.
- The Program currently has thirty (30) classrooms participating in the TEEMS project.
- The Program currently has sixty-two (62) classrooms participating in the School Readiness Integration project with the Local Education Agencies.
- The staff was observed working well together.
- The parents were greeted and welcomed.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

FISCAL MANAGEMENT

Governance and Internal Controls
Use of Head Start Grant Funds
Grant Property
Compensation
Financial Reporting
Management Systems Analysis

PROGRAM STRENGTHS:

- Monthly monitoring and submission of financial reporting to policy groups, administration and department heads.
- Timely submission and report monitoring of the IRS Form 941, Federal Dash Transaction Report Form 272, Financial Status Report Form 269, IRS Wage and Tax Statement Form W-2, etc…
- Internal Revenue Service E-Services accessibility for verifying W-9's
- Verification of employment taxes (Form 941) through the MIP Accounting Payroll Module
- Electronic Requisitioning
- Electronic Payroll Process and Direct Deposit
- Reconciliation forms prepared and designated to assist in reconciling inter-fund accounts, cash draw downs, bank accounts, employee insurance payments and benefits, payroll payables

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

PROGRAM DESIGN AND MANAGEMENT

Governing Body
Policy Council
Planning
Ongoing Monitoring
Communications
Record Keeping and Reporting
Human Resources

PROGRAM STRENGTHS:

- Governing Board is prepared, experienced and participates in training to assist its members in overseeing the program operations effectively
- Monthly meetings of the Governing Board insure that the Board receives financial reports, enrollment reports, financial audits, the Self Assessment, the Community Assessment and the Strategic Plan.
- Governing Body reviews and approves policies for carrying out the provisions of the grant application and the overall program operation including personnel policies and the Civil Service Commission Rules.
- Governing Board approves all financial management procedures including the budget and internal controls to insure that financial practices and procedures meet general accounting principles for governmental entities. Automation of financial operating procedures facilitates the oversight of expenditures by the Governing Board.
- Governing Board and Policy Council are involved in Program Planning and Design as reflected by their role in the development, review and approval of Program Plans, the Strategic Plan, the Self Assessment and the Community Assessment.
- Policy Council and Parent Committees function as per Head Start requirements. Policy Council By-Laws govern the roles and responsibilities of the Policy Council, the Grantee Board and the parent Committees.
- Monthly communication with the Grantee Board is well documented. Since they meet on a weekly basis, it is convenient to communicate with them more often if there is a need.
- Communication with Policy Council is ongoing and on a monthly basis.

- Comprehensive Monitoring, Communication, Record Keeping and Reporting Systems are in place to allow for appropriate feedback and problem resolution. The Monitoring System insures that the identification of issues/concerns is properly document by designated or assigned staff through feedback forms, visits to each of the 44 centers, desk audits, center bi-yearly reviews and that timely follow-ups are completed. The Communication System insures that there is information flows freely up and down the organization as all Program activities are conducted. Computer systems for Record Keeping and Reporting facilitate financial transactions and the safeguarding of funds; facilitates family and children's data to provide appropriate and timely services in all areas including health, mental health, special needs, transportation, nutrition, education, transition, and family services and insures that all data is secure and readily available as required by Head Start Standards and Texas Child Care Licensing.
- The Human Resources process is in compliance with all Federal, State and local regulations that personnel is subject to criminal record check, annual performance reviews, health examination, ongoing training and development including reporting child abuse and neglect and a professional development plan.
- The Program provides employees opportunity to attend institutions of higher learning. More than 100 employees attend classes each semester and if they are not eligible for financial assistance the Program pays for tuition, fees and books. Currently 108 employees are enrolled in higher education classes. Two hundred sixty employees have earned associate, bachelor or master degrees. One hundred eighty (180) of the 199 teachers hold associate's, bachelor's, or master's degrees and 14 assistant teachers have associates, degrees and 128 have a CDA (Child Development Associate Credential).
- Training of trainers is a strategy which has assisted in meeting our Program training needs. Currently we have 60 certified trainers for the Positive Behavior Support Program to address needs of children with challenging behavior and to provide for the social emotional development of all children and 19 trainers have been certified to train in CPR and First Aid.
- Partnerships with the public schools through the Early Start and Texas School Ready! Programs have supplemented training to insure that our staff has reached proficiency in the preparation of our children to be ready for Kindergarten when they transition to the public schools.
- Thirty-three certified public school teachers join Head Start staff in 55 classrooms to supplement Head Start efforts for school readiness for 1,399 children.

POTENCIAL AREAS OF NON COMPLIANCE (PANC)

None

AI-20488 **17.L.**

Week of the Young Child

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Week of the Young Child

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Week of the Young Child

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:06 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 12:57 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:20 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program

Week of the Young Child Celebration

It's a Small World After All



PLACE: Palmer Pavilion
301 E.Hackberry
McAllen, Texas

DATE: April 19th- 21st, 2010

TIME: 9:45 a.m.- 1:30 p.m.

DINOSAUR HUNT SLIDES HORSE SHOE

READING BOOTHS AMERICAN IDOLS MR.BUBBLES

BASKETBALL SHOTS T-BALL BOSQUE MISTICO

PUPPET SHOW ARTS AND CRAFTS PAINTING OUTDOORS

PEDAL CARS TRICYCLE COURSE MOON JUMPS

BEAN BAG TOSS PLAY CLAY HAY RIDES

GIVE ME 5 FACE PAINTING GOLF PARACHUTING

AI-20487 **17.M.**

Buildings' Construction Schedule

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Report on Buildings' Construction Schedule

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Buildings' Construction

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:06 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 12:53 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:11 AM

Final Approval Date: 03/26/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: March 24, 2010

SUBJECT: Report on Buildings' Construction Schedule

RATIONALE/NEED: Construction schedule is provided for your information.

RECOMMENDATION: No action needed.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Memorandum

Date: March 3, 2010

To: Teresa Flores, Executive Director

From: Edmundo Garcia, Assistant Program Director

Subject: Classroom Construction

During the last Policy Council meeting of February 17, 2010, Council Members raised the question as to the starting date of the construction of the portable classroom buildings. They also had a question as to the timing of the funding.

In an effort to clarify and perhaps bring to memory the history of this agenda item, I would offer the following sequence of events:

- October 10, 2009 we received the award notice dated September 22, 2009, for the Expansion Grant in the amount of $1,174,644 for the period of 9/30/09 to 9/29/11 to enroll 120 additional children.

Salaries and fringes	$538,060
Equipment	$ 70,000
Construction	$543,552
T.T. A.	$ 23,033

- September 16, 2009 Policy Council authorizes contract negotiations with highest ranking architect from County pool.
- November 9, 2009 authority to advertise was granted by Policy Council
- December 14, 2009 Policy Council awards to Rigby Construction contract for $350,000.
- December 15, 2009, Commissioners' Court wards contract to Rigby Construction.
- December 21, 2009 to January 1, 2010, Winter Break
- January 12, 2010, Atlas and Hall receive changes to the AIA contract from contractor
- January 14, 2010, Atlas and Hall works on changes
- January 18, 2010, Contract finalized
- January 19, 2010, Atlas and Hall would not sign contract without a Payment & Performance Bond
- January 25 through 27, 2010, contractor retained contract for signature
- February 8, 2010, Architect issues Notice to Proceed.

AI-20485 **17.N.**

Blue Ribbon Centers

CC REGULAR

Date:	03/30/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Recognition of Blue Ribbon Centers

BACKGROUND

Policy Council Approval: 03.24.10

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Blue Ribbon Centers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2010 07:04 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2010 12:50 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Linda Galaviz — Started On: 03/23/2010 08:06 AM

Final Approval Date: 03/26/2010

2010 Blue Ribbon Centers

Area I

Sullivan City

Area II

McAllen IV

Area III

Vine Terrace

Area IV

San Carlos

Area V

Elsa

Area VI

Edinburg V

AI-20577 **18.A.**

Lateral transfer from Pct. 1 to H.R. employee#121665
CC REGULAR

Date:	03/30/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #1

Information

CAPTION

1. Human Resources (1100):
a. Approval to create one (1) regular full-time Chief Operations Manager position, slot no. 0012, budgeted salary $84,357.00.
b. Approval to transfer (lateral transfer) employee no. 121665 (from Pct.1 R&B) to slot no. 0012.
c. Approval of interfund transfer.
d. Approval of revised salary schedule.

2. Pct. #1 R&B (1201):
a. Approval to delete one (1) regular full-time Chief Operations Manager position, slot no. 0089, budgeted salary $84,357.00.
b. Approval of revised salary schedule.

BACKGROUND

The transfer will allow employee to:
1. Formally design and implement a comprehensive training program to assist county employees in enhancing their occupational skills within their respective departments
2. Collaborate with the Office of Budget and Management to finalize the last phase of the Step and Pay Grade which reflects the four precincts
3. Collaborate with H.R. Department to incorporate a Human Resource Information System (HRIS)

Fiscal Impact

FISCAL YEAR:	2010	**ACCT. #:**	0-1100-415-50-0190-002-0XXX
FUNDS AVAILABLE Y/N?:	Y	**MATCHING FUNDS Y/N?:**	N

BUDGETARY IMPACT:

Funds available for the proposed position and fringe benefits, pending interfund transfer.

Attachments

Link: HR revised salary schedule
Link: Pct. 1 revised salary schedule
Link: Interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/26/2010 03:20 PM	APRV
2	Sylvia Solis		03/26/2010 04:09 PM	PEND

Form Started By: Monica Badillo Started On: 03/26/2010 03:10 PM

Final Approval Date: 03/26/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

9-1100-441-10-340-028-9

AI - 20577

HUMAN RESOURCES

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	H.R.DIRECTOR/CIVIL SERV.SECRETARY	85,504.00	0.00	0.00	0	0.00	8,000.00	93,504.00	93,504.00	900.00	0.00	0.00	0.00	0.00	94,404.00
0002	113	EXECUTIVE ASSISTANT III	57,750.00	0.00	0.00	0	0.00	592.00	58,342.00	58,342.00	840.00	0.00	0.00	3,500.00	0.00	62,682.00
0003	113	EXECUTIVE ASSISTANT II	49,140.00	0.00	0.00	0	0.00	(757.00)	48,383.00	49,140.00	360.00	0.00	0.00	0.00	0.00	49,500.00
0004	113	SPECIAL PROJECTS COORDINATOR	39,940.00	0.00	0.00	0	0.00	0.00	39,940.00	38,074.00	0.00	0.00	0.00	0.00	0.00	38,074.00
0005	113	HUMAN RESOURCES SPECIALIST III	38,220.00	0.00	0.00	0	0.00	188.00	38,408.00	38,408.00	360.00	0.00	0.00	0.00	0.00	38,768.00
0006	113	HUMAN RESOURCES SPECIALIST II	32,760.00	0.00	0.00	0	0.00	169.00	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0007	113	HUMAN RESOURCES SPECIALIST I	28,000.00	0.00	0.00	0	0.00	231.00	28,231.00	28,231.00	0.00	0.00	0.00	0.00	0.00	28,231.00
0008	113	CLERK II	24,392.00	0.00	0.00	0	0.00	293.00	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	24,685.00
0009	113	CLERK I	24,392.00	0.00	0.00	0	0.00	(2,578.00)	21,814.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0010	113	CLERK I	22,000.00	0.00	0.00	0	0.00	(1,486.00)	20,514.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	HUMAN RESOURCES SPECIALIST III	0.00	38,850.00	38,850.00	0	0.00	(442.00)	38,408.00	38,850.00	0.00	0.00	4,200.00	0.00	0.00	43,050.00
0012	**113**	**CREATE THE FOLLOWING: ↓ CHIEF OPERATIONS MANAGER**	**0.00**	**84,357.00**	**84,357.00**	**0**	**0.00**	**0.00**	**84,357.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			402,098.00	38,850.00	38,850.00		0.00	4,210.00	445,158.00	424,163.00	2,460.00	0.00	4,200.00	3,500.00	0.00	434,323.00

1. Approval to create one (1) regular full-time Chief Operations Manager position, slot no. 0012, budgeted salary $84,357.00.
2. Approval to transfer (lateral transfer) employee no. 121665 (from Pct.1 R&B) to slot no. 0012.
3. Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1201-431-00-121-005-0

AI - 20577

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMIN	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
0002	113	MANAGER	70,980.00	0.00	0.00	0	0.00	0.00	70,980.00	70,980.00	600.00	0.00	0.00	0.00	0.00	71,580.00
0005	113	ROW DIRECTOR	50,118.00	0.00	0.00	0	0.00	0.00	50,118.00	50,118.00	0.00	0.00	0.00	0.00	0.00	50,118.00
0006	113	INVENTORY COOR	49,140.00	0.00	0.00	0	0.00	0.00	49,140.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
0007	113	ACCOUNTANT	49,140.00	0.00	0.00	0	0.00	0.00	49,140.00	49,140.00	300.00	0.00	0.00	0.00	0.00	49,440.00
0009	113	COORDINATOR	44,504.00	0.00	0.00	0	0.00	0.00	44,504.00	44,504.00	420.00	0.00	0.00	0.00	0.00	44,924.00
0010	113	SAFETY DIRECTOR	42,710.00	0.00	0.00	0	0.00	0.00	42,710.00	42,710.00	600.00	0.00	0.00	0.00	0.00	43,310.00
0011	113	ASST FIELD/OP DIR	39,565.00	0.00	0.00	0	0.00	0.00	39,565.00	39,565.00	480.00	0.00	0.00	0.00	0.00	40,045.00
0012	113	SP/PROJ COORD	39,322.00	0.00	0.00	0	0.00	0.00	39,322.00	39,322.00	600.00	0.00	0.00	0.00	0.00	39,922.00
0013	113	PAVING SUPVSR	38,098.00	0.00	0.00	0	0.00	0.00	38,098.00	38,098.00	1,020.00	0.00	0.00	0.00	0.00	39,118.00
0014	113	SAFETY COORDIN	38,098.00	0.00	0.00	0	0.00	0.00	38,098.00	38,098.00	0.00	0.00	0.00	0.00	0.00	38,098.00
0019	113	TRCK DRIVER I	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0020	113	HEAVY EQ OP III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	840.00	0.00	0.00	0.00	0.00	35,007.00
0021	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	33,937.00	0.00	0.00	0.00	0.00	0.00	33,937.00
0022	113	HEAVY EQ OP I	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	960.00	0.00	0.00	0.00	0.00	35,127.00
0023	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	300.00	0.00	0.00	0.00	0.00	34,467.00
0024	113	MAINTENANCE II	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0025	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0028	113	TRAFFIC CONTROL SPECIALIST I	33,619.00	0.00	0.00	0	0.00	0.00	33,619.00	31,299.00	0.00	0.00	0.00	0.00	0.00	31,299.00
0029	113	MECHANIC II	32,578.35	0.00	0.00	0	0.00	0.00	32,578.00	32,578.00	420.00	0.00	0.00	0.00	0.00	32,998.00
0030	113	HEAVY EQ OP II	31,771.00	0.00	0.00	0	0.00	0.00	31,771.00	31,771.00	1,380.00	0.00	0.00	0.00	0.00	33,151.00
0031	113	MAINTENANCE III	31,190.00	0.00	0.00	0	0.00	0.00	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00
0033	113	CLERK/RECEPTIONIST	30,016.00	0.00	0.00	0	0.00	0.00	30,016.00	30,016.00	0.00	0.00	0.00	0.00	0.00	30,016.00
0036	113	HEAVY EQ OP II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0037	113	MAINTENANCE II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0038	113	HEAVY EQ OP II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
0039	113	TRCK DRVER III	29,031.00	0.00	0.00	0	0.00	0.00	29,031.00	29,031.00	0.00	0.00	0.00	0.00	0.00	29,031.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1201-431-00-121-005-0

AI - 20577

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0040	113	MAINTENANCE I	28,807.00	0.00	0.00	0	0.00	0.00	28,807.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0041	113	TRCK DRVER III	28,026.00	0.00	0.00	0	0.00	0.00	28,026.00	28,026.00	900.00	0.00	0.00	0.00	0.00	28,926.00
0042	113	MAINTENANCE II	27,562.00	0.00	0.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0043	113	TRCK DRVER III	27,562.00	0.00	0.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0044	113	TRCK DRIVER I	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0045	113	HEAVY EQUIPMENT OPERATOR III	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0046	113	HEAVY EQ OP I	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	540.00	0.00	0.00	0.00	0.00	26,874.00
0047	113	TRCK DRVER III	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0048	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0049	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0050	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0051	113	HEAVY EQ OP I	25,483.00	0.00	0.00	0	0.00	0.00	25,483.00	25,483.00	0.00	0.00	0.00	0.00	0.00	25,483.00
0052	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0053	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0054	113	HEAVY EQ OP I	25,033.00	0.00	0.00	0	0.00	0.00	25,033.00	25,033.00	300.00	0.00	0.00	0.00	0.00	25,333.00
0055	113	DATA ENTRY CLERK	23,988.00	0.00	0.00	0	0.00	0.00	23,988.00	23,988.00	0.00	0.00	0.00	0.00	0.00	23,988.00
0056	113	TRCK DRVER III	23,985.00	0.00	0.00	0	0.00	0.00	23,985.00	23,985.00	480.00	0.00	0.00	0.00	0.00	24,465.00
0057	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0061	113	ADMINISTRATIVE ASSISTANT	50,669.00	0.00	0.00	0	0.00	0.00	50,669.00	50,669.00	0.00	0.00	0.00	0.00	0.00	50,669.00
0071	113	COMM LIAISON	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	360.00	0.00	0.00	0.00	0.00	44,460.00
0072	113	DIRECTOR OF OPERATIONS	68,528.00	0.00	0.00	0	0.00	0.00	68,528.00	68,528.00	0.00	0.00	0.00	0.00	0.00	68,528.00
0073	113	MAINTENANCE III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	TIRE REPAIR	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0076	113	CONTRACTS MANAGER	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	0.00	0.00	0.00	0.00	0.00	44,100.00
0077	113	MECHANIC III	39,312.00	0.00	0.00	0	0.00	0.00	39,312.00	39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
0078	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1201-431-00-121-005-0

AI - 20577

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0079	113	GENERAL FOREMAN	58,000.00	0.00	0.00	0	0.00	0.00	58,000.00	58,000.00	1,200.00	0.00	0.00	0.00	0.00	59,200.00
0080	113	MATERIAL MANAGEMENT MANAGER	40,000.00	0.00	0.00	0	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
0081	113	CALL CENTER MANAGER	55,000.00	0.00	0.00	0	0.00	0.00	55,000.00	55,000.00	0.00	0.00	0.00	0.00	0.00	55,000.00
0083	113	FIELD OPERATIONS DIRECTOR	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0084	113	TRF SA/SPC III	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	720.00	0.00	0.00	0.00	0.00	44,820.00
0085	113	EXECUTIVE ASST	59,568.00	0.00	0.00	0	0.00	0.00	59,568.00	59,000.00	300.00	0.00	0.00	5,000.00	0.00	64,000.00
0086	113	MAINT SUPERVIS	45,000.00	0.00	0.00	0	0.00	0.00	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00
T087	121	CHIEF ADMINISTRATOR	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T088	121	CONTRACTS MANAGER	0.00	44,000.00	44,000.00	0	0.00	0.00	44,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETE THE FOLLOWING: ↓														
~~0089~~	~~113~~	~~CHIEF OPERATIONS MANAGER~~	~~0.00~~	~~84,357.00~~	~~84,357.00~~	~~0~~	~~0.00~~	~~0.00~~	~~84,357.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0090	113	ADMINISTRATIVE ASSISTANT V	0.00	49,000.00	49,000.00	0	0.00	0.00	49,000.00	49,000.00	0.00	0.00	0.00	0.00	0.00	49,000.00
0091	113	HUMAN RESOURCES COORDINATOR I	0.00	40,000.00	40,000.00	0	0.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			2,352,366.35	217,357.00	217,357.00		0.00	0.00	2,569,723.00	2,214,602.00	12,720.00	0.00	0.00	5,000.00	0.00	2,232,022.00

Approval to delete one (1) regular full-time Chief Operations Manager position, slot no. 0089, budgeted salary $84,357.00. Pending CC approval.

DATE: March 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Human Resources

ACCOUNT NUMBER: 0-1XXX-4XX-X0-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

2010
Interfund Transfer

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1201-431-00-121-005-0-	113	Pct. 1 P/U Rd	Reg F/T Employees	(64,319.00)
0-1201-431-00-121-005-0-	211	Pct. 1 P/U Rd	Heath Insurance	(2,064.00)
0-1201-431-00-121-005-0-	212	Pct. 1 P/U Rd	Life Insurance	(21.00)
0-1201-431-00-121-005-0-	220	Pct. 1 P/U Rd	FICA	(4,921.00)
0-1201-431-00-121-005-0-	230	Pct. 1 P/U Rd	Retirement	(6,124.00)
0-1201-431-00-121-005-0-	250	Pct. 1 P/U Rd	Unemployment Compensation	(322.00)
0-1201-491-01-000-100-0-	891	Transfers Out -	General Fund	77,771.00
0-1100-391-01-000-201-0-	000	Transfers In -	R&B Pct. 1	77,771.00
0-1100-415-50-190-002-0-	113	Human Resources	Reg F/T Employees	64,319.00
0-1100-415-50-190-002-0-	211	Human Resources	Heath Insurance	2,064.00
0-1100-415-50-190-002-0-	212	Human Resources	Life Insurance	21.00
0-1100-415-50-190-002-0-	220	Human Resources	FICA	4,921.00
0-1100-415-50-190-002-0-	230	Human Resources	Retirement	6,124.00
0-1100-415-50-190-002-0-	250	Human Resources	Unemployment Compensation	322.00
			TOTAL BUDGET INCREASE (DECREASE)	**77,771.00**

REASON: Transferring funds from Pct. 1 P/U Rd to Human Resources Dept to cover salary and related fringe benefit expenditures, associated with the transfer of employee no. 121665 from one department to the other.

DEPARTMENT HEAD SIGNATURE

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

AI-20576 **19.A.**

Amend Reimbursement Resolution

CC REGULAR

Date:	03/30/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Consideration and approval of second amendment to the reimbursement resolution, originally approved by Commissioners' Court on September 8, 2009 (AI - 17349 22.B).

BACKGROUND

Reimbursement to come from Certificate of Obligations Series 2010.

Fiscal Impact

Attachments

Link: Amended Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	03/26/2010 02:27 PM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 02:44 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Perla Lopez — Started On: 03/26/2010 12:58 PM

Final Approval Date: 03/26/2010

STATE OF TEXAS
COUNTY OF HIDALGO

A NOTICE OF INTENTION TO
REIMBURSE PROJECT EXPENDITURES

The undersigned, authorized by resolution of the County Commissioners Court (the "County Commissioners Court") of the County of Hidalgo (the "County"), gives notice of the County's intent to reimburse itself for certain qualified expenditures made or to be made no earlier than 60 days prior to the date hereof, and to undertake certain capital expenditures as authorized under state law, consisting of the expenditures described in Exhibit "A" attached hereto (the "Project").

The County is proceeding with the Project and the County anticipates that no earlier than 60 days prior to the date hereof and prior to the issuance of any debt obligations, it is or will be obligated to make certain expenditures with respect to the Project.

The County will be required to expend funds out of its general fund or other available funds to pay for the expenditures. The expenditures are for governmental purposes and will originally be paid from a source other than proceeds of tax-exempt obligations.

The maximum principal amount of tax-exempt obligations which the County expects to issue for the projects is $45,000,000, of which it intends to reimburse itself for a portion of its preliminary and capital expenditures. The estimated amount which the County intends to reimburse is $5,000,000.00, which amount will be used to undertake construction projects consisting of the following expenditures:

a. the acquisition of lands and rights of way to be used for installation, construction and improvement of drainage systems and road systems (including traffic signaling);

b. the purchase of asphalt and street paving material for the overlay of Mile 2 West Road;

c. the acquisition of lands to be used for the purpose of a sanitation collection sites;

d. the acquisition of lands, with or without improvements, to be used for the purpose of storage facility of road and bridge and/or drainage improvement equipment and materials.

e. payment for work that is directly attributable under generally accepted accounting principles to the costs of the project and that is performed by employees of the issuer may be allocated or attributed to the capital costs of the project.

This is a "declaration of official intent" pursuant to and within the meaning of Treasury Regulations §1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

GIVEN ON THE ____ DAY OF _____, 2010

COUNTY OF HIDALGO

_____
County Judge

EXHIBIT A

[Exhibit "A" to the Notice of Intention]

AI-20569 **19.B.**

Historical Commission Travel

CC REGULAR

Date:	03/30/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Historical Commission:
Approval to authorize the Historical Commission members to utilize funding from their budget to attend the Annual Texas Historical Commission Preservation Convention.

BACKGROUND

Historical Commission Members attending: Alicia DeLaRosa and Barbara Stokes.
Conference to be held in Houston, TX on 04/22-24/10
Pending LIT 03/30/10 AI#

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-10-115-033-0-585

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

BUDGETARY IMPACT:

Funds pending LIT AI#20575 CC 03/30/10 in the amt of $500.00.

Attachments

Link: SEMINAR INFO

Link: APPLICATIONS

Link: Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/26/2010 12:26 PM	APRV
2	Erika Zamora	Erika Zamora	03/26/2010 02:51 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

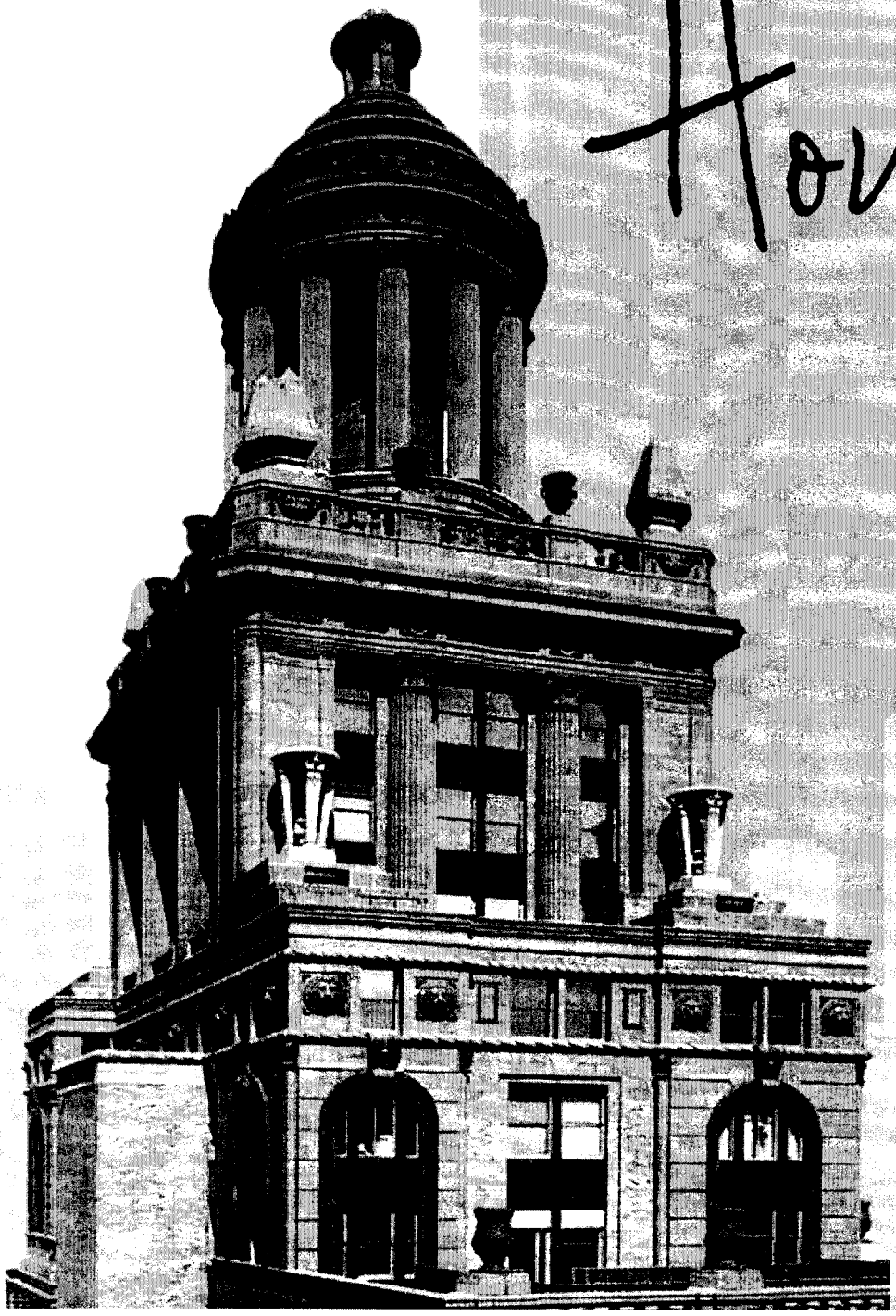
Form Started By: Angela Garcia Started On: 03/26/2010 10:27 AM

Final Approval Date: 03/26/2010

annual historic preservation conference

Houston

april 22–24, 2010
westin oaks



TEXAS HISTORICAL COMMISSION
real places telling real stories

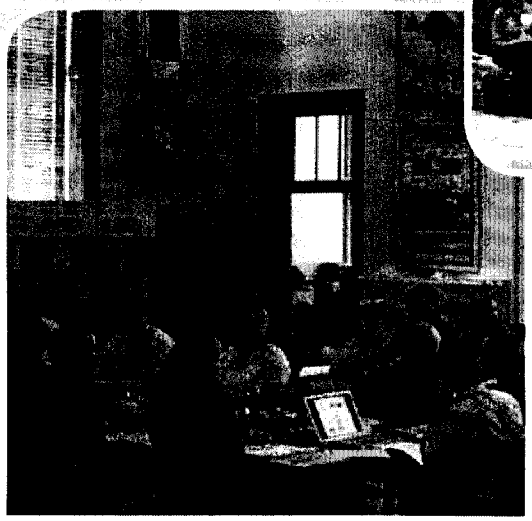
www.thc.state.tx.us

Come to the conference to:

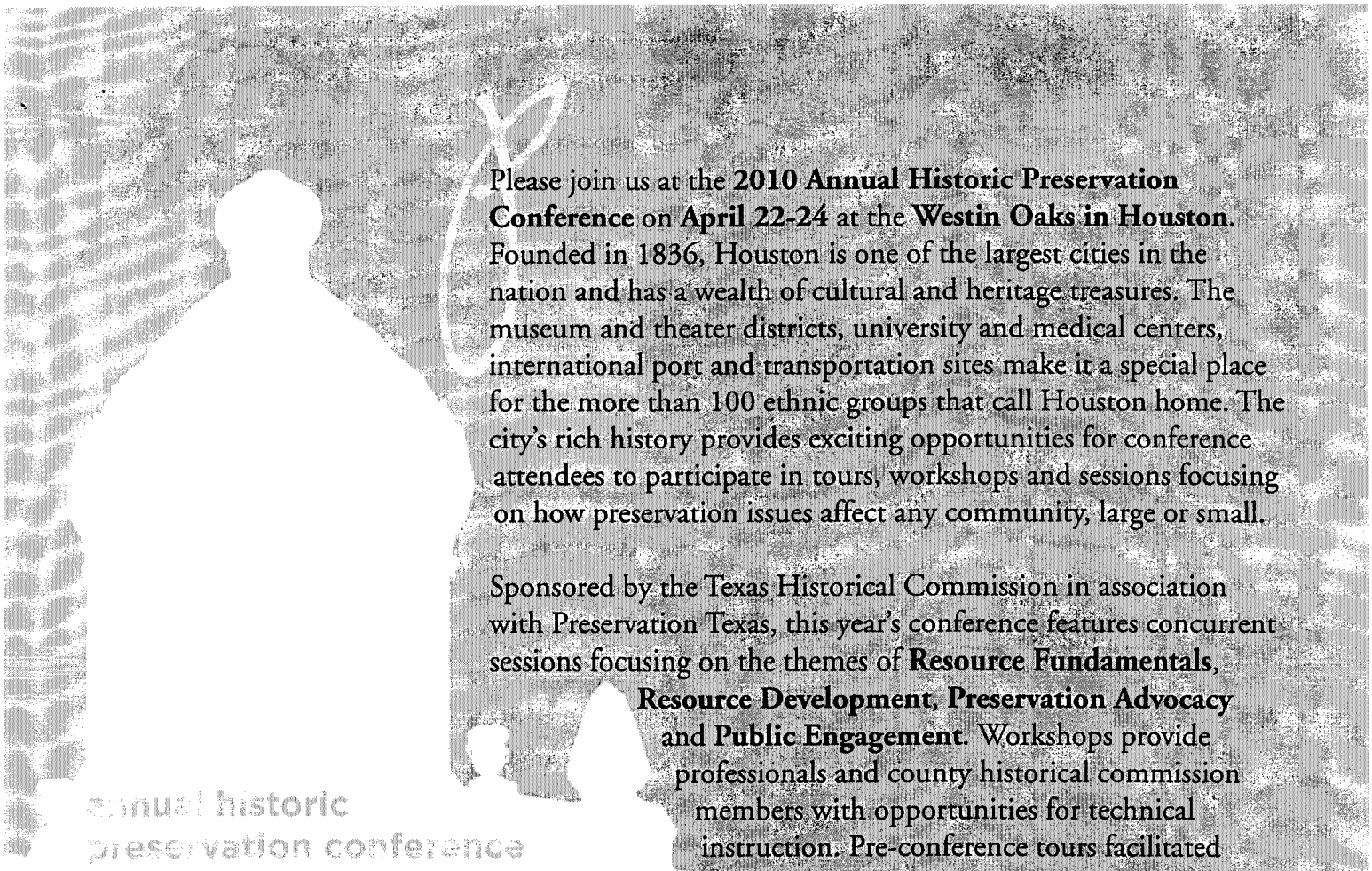
- Learn how to solve preservation challenges and share preservation triumphs.
- Meet THC staff to ask questions and receive recommendations from our preservation specialists.
- Discuss projects and programs initiated by your organization or community.
- Discover ways to create heritage experiences that connect people to the real places of Texas.











Please join us at the **2010 Annual Historic Preservation Conference** on **April 22-24** at the **Westin Oaks in Houston**. Founded in 1836, Houston is one of the largest cities in the nation and has a wealth of cultural and heritage treasures. The museum and theater districts, university and medical centers, international port and transportation sites make it a special place for the more than 100 ethnic groups that call Houston home. The city's rich history provides exciting opportunities for conference attendees to participate in tours, workshops and sessions focusing on how preservation issues affect any community, large or small.

Sponsored by the Texas Historical Commission in association with Preservation Texas, this year's conference features concurrent sessions focusing on the themes of **Resource Fundamentals**, **Resource Development**, **Preservation Advocacy** and **Public Engagement**. Workshops provide professionals and county historical commission members with opportunities for technical instruction. Pre-conference tours facilitated by local preservation partners give a more personal look at Houston's Art Deco and mid-century architecture. Post-conference, you can enjoy the **annual San Jacinto battle reenactment** or take a tour **of Clayton Library Center for Genealogical Research**.

You won't want to miss the chance to hear from our special guests at the **Opening Session** or **Celebration Luncheon**, or to network with old and new friends at the **Welcome Reception**, **Preservation Marketplace**, **Ask the Staff**, and the **awards luncheons and dinners**. New this year: **online registration** will be available in February.

Be part of our history and come to Houston. We hope to see you there!

Sponsored by the Texas Historical Commission in association with Preservation Texas.

REGISTRATION DEADLINE: APRIL 2, 2010

For more information, call 512.463.6255 or visit www.thc.state.tx.us/annualconference/cof2010.shtml.

NEW: Online Registration
Available in February. See page 11 for details.

THURSDAY, APRIL 22

REGISTRATION & INFORMATION DESK

THC QUARTERLY COMMISSION MEETING

BUS TOURS $
- ■ Endangered Modern: The Real Story
- ■ Downtown Deco & Main Street Icons

WORKSHOP $
- ▲ Section 106 Workshop for Professionals

WORKSHOPS $
- ■ CHC Workshop
- ★ City Preservation Commission Workshop

PRESERVATION MARKETPLACE

WELCOME RECEPTION
Hosted by Preservation Texas with the Friends of the THC

FRIDAY, APRIL 23

REGISTRATION & INFORMATION DESK

PRESERVATION MARKETPLACE

ATTENDEE ORIENTATION

OPENING SESSION
King of the Road Trip

ASK THE STAFF
By Appointment

CONCURRENT SESSIONS
- ★ Caring for Monuments and Markers in Your Community
- ■ Local Partnering for Successful Preservation
- ■ Take the Right StEPs! A New Program to Guide Texas Museums and Sites
- ✱ A Conversation with Michael Wallis

ASK THE STAFF
By Appointment

THC AWARDS LUNCHEON $

CONCURRENT SESSIONS
- ● State of the Survey – Part 1
- ★ Preservation Funding Opportunities for County Historical Commissions
- ★ Contaminationphobia: Tackling Environmental Remediation at Historic Properties
- ✱ Thinking Outside the Shadowbox: Archeology, Preservation and Local Community
- ✱ Statewide Preservation Plan Participation

ASK THE STAFF
By Appointment

CONCURRENT SESSIONS
- ● State of the Survey – Part 2
- ★ Preservation Project: The Sam Bell Maxey House State Historic Site
- ■ Partners for Sacred Places: Preserving Sacred Spaces in Texas
- ✱ Roll Up Your Sleeves and (Pretend to) Get Dirty: Hands-on Activities for your Archeology Event
- ✱ Statewide Preservation Plan Participation

THC AWARDS DINNER $

SATURDAY, APRIL 24

CONCURRENT SESSIONS
- ● Recent Changes in State Cemetery Laws
- ■ Threatened Landmarks: Historic Bridges of Texas
- ✱ Public Participation in THC Initiatives
- ✱ Creating a Shared Interpretation Model on Historic Trails

CONCURRENT SESSIONS
- ● Designation Decisions
- ★ Unmasking Main Street: A Look at Slipcovered Buildings in Houston
- ✱ A New Way to Get There—Connecting Cyclists with History
- ✱ Bernardo Plantation Archeological Project

CELEBRATION LUNCHEON $
Let's Talk About Shuttles

BUS TOUR $
- ✱ San Jacinto Battlefield

BUS TOUR $
- ✱ Genealogical Resources: Glenwood Cemetery and Clayton Library Center for Genealogical Research

LEGEND

$ Ticketed Event
● Resource Fundamentals
★ Resource Development
■ Preservation Advocacy
✱ Public Engagement
▲ Professional Content

Welcome Reception

Thursday, April 22, 5:30–7:30 p.m.

Start the conference by celebrating statewide partnerships and preservation successes! Join Preservation Texas (PT) to congratulate its 2010 honor award winners and acknowledge the 2010 Texas' Most Endangered Places. Network with preservationists and visit exhibits from county historical commission 2009 Distinguished Service Award winners, as well as regional and local nonprofits. The reception is **free** to registrants and open to the public for a fee. This event is brought to you by PT and Friends of the Texas Historical Commission.





Opening Session — King of the Road Trip

Friday, April 23, 8:30–9:30 a.m.



Michael Wallis is many things – author, award winner, storyteller, seeker and self-proclaimed "son of Route 66." His love of places is only surpassed by his love for the people who bring them to life. Join us to hear about the impact local preservationists have had on this cultural heritage traveler.



THC Awards Luncheon $

Friday, April 23, Noon–1:30 p.m.

This luncheon will feature the T.R. Fehrenbach Book Award winners – outstanding books that preserve, record and recount the history of Texas. The THC will also introduce you to our 2010 Preservation Fellows.



THC Preservation Awards Dinner $

Friday, April 23, 6:30–9 p.m.

These awards recognize leadership in the preservation of Texas' heritage. Learn about these special individuals and the local, regional and statewide impact of their contributions. We will also provide a glimpse of Galveston and the state of its precious historic resources.



Celebration Luncheon — Let's Talk About Shuttles $

Saturday, April 24, Noon–1:30 p.m.

At the direction of the President, the National Aeronautics and Space Administration (NASA) is retiring the Space Shuttle Program at the end of this year. Johnson Space Center Transition Manager Perri Fox will share the process for recording these nationally significant historic resources to be decommissioned as a result of this program change.

THURSDAY: APRIL 22

1–5 P.M.

Endangered Modern Tour: The Real Story ■ $

Based on Houston Mod's 2009 exhibition Endangered Modern: The Real Story, this tour will highlight the breadth of Houston's modern architectural legacy. Participants will gain a greater understanding of the threats to architecturally significant mid-century modern structures and what communities can do to promote their preservation. Houston Mod is a nonprofit organization dedicated to promoting knowledge and appreciation of modern architecture and design in Houston and Texas.

Monica Savino, Savino Architecture; Anna Mod, SWCA Environmental Consultants

Downtown Deco & Main Street Icons Tour ■ $

Join the Greater Houston Preservation Alliance (GHPA) for its Downtown Deco architectural walking tour. Explore these modernistic gems that represent the transformation of Houston from a regional center into a city of national importance. The tour will wrap up on Main Street at the Union National Bank Building (circa 1912), now known as the Hotel ICON. While taking in this rehabilitated treasure we will hear about another Houston icon, Hamilton Shirts; having started on Main Street, this family-owned, Houston-based company has invested in quality materials and craftsmanship for four generations.

Greg Smith, THC National Register Coordinator; Jim Parsons, GHPA; Stuart Rosenberg, Studio Communications; David Hamilton, Hamilton Shirts; David Bush, GHPA

1–5 P.M.

Section 106 Workshop for Professionals ▲ $

THC staff will conduct training with Cultural Resource Management professionals and other professional consultants involved in Section 106 projects. Topics include: when projects require review by THC staff; the level of information the THC requires for projects; and resources available to consultants. The workshop will include case studies and group discussions, in which staff will seek feedback on resources, coordination and communication. Please come and join the dialogue!

Adrienne Vaughan Campbell, THC Historian; Linda Henderson, THC Historian; Mark Denton, THC Archeologist; Adam Alsobrook, THC Architectural Reviewer

1:30–4:30 P.M.

County Historical Commission (CHC) Workshop ■ $

CHCs have statutory responsibilities to preserve historic resources. This workshop will address responsibilities required of CHCs and discuss leadership tools that effectively promote preservation. Attendees will participate in problem-solving round table discussions with other CHCs and THC staff about ongoing preservation challenges.

Bratten Thomason, THC History Programs Division Director; Amy Hammons, THC CHC Outreach Program Coordinator; Amber Nunez, THC CHC Outreach Program Specialist; Bob Brinkman, THC Historical Markers Program Coordinator

City Preservation Commission Workshop ★ $

The Texas Certified Local Government (CLG) program will present afternoon training for city historic preservation commissioners, city staff, and those who are responsible for local historic preservation policy and design review in accordance with CLG requirements. Cities interested in establishing a local historic preservation planning program are encouraged to attend.

Derek Satchell, THC CLG Program Coordinator

FRIDAY: APRIL 23

10–11:30 A.M.

Caring for Monuments and Markers in Your Community ★

This session will provide information regarding techniques and scheduling of general inspection, maintenance, care and repair of typical heritage monuments in your community, including historical markers, cemetery monuments and statuary or stone commemoratives. The session will review guidelines authored by the Texas Historical Commission Historical Marker and Cemetery programs and will include recent case studies of statuary restoration conducted for the commission's Historic Sites Division.

Michael Kramer, The Gilders' Studio; William Hayden, The Gilders' Studio; Bob Brinkman, THC Historical Markers Program Coordinator; Gerron Hite, Former THC Cemetery Preservation Coordinator

Local Partnering for Successful Preservation ■

All communities face preservation challenges. How leaders come together to face these issues and create a strong preservation ethic is an important lesson in community building. Speakers will discuss how to identify common and uncommon partners for preservation and how to build on shared goals to accomplish change.

Krista Gebbia, Preservation Texas

Take the Right StEPs! A New Program to Guide Texas Museums and Sites ■

The new Standards and Excellence Program for History Organizations (StEPs) offered by the American Association of State and Local History is a self-study program that helps you assess your current operations using a workbook and basic, good and better performance indicators, rewarding your site with certificates for its progress. With StEPs, your museum can measure and document its accomplishments, increase credibility with funders and the community and provide clear direction for the future. Join us to hear program details, how one Texas museum is using StEPs and how you can take advantage of this program.

Cherie Cook, American Association of State and Local History; Dr. Paul Katz, Texas Pharmacy Museum; Ruth Ann Rugg, Texas Association of Museums

A Conversation with Michael Wallis ✱

Learn a bit more about our keynote speaker, his travels and his commitment to preserving authentic America. He will share stories about his favorite places and explain why they made such a lasting impression. We will also discuss the importance of connecting people to places to create the ultimate journey.

1:30–3 P.M.

State of the Survey – Part 1 ●

Learn about a fundamental preservation tool: historic resource survey. The purpose of a resource survey is to identify and evaluate properties that define the story of your community, and to establish an inventory of significant properties that merit preservation. Part 1 of this two-session topic will give an overview of historic resource survey methods and practices.

Greg Smith, THC National Register Coordinator; Elizabeth Butman, THC State Coordinator for Project Review

Preservation Funding Opportunities for County Historical Commissions ★

County historical commissions can not only survive, they can be extremely effective during economic downturns and recessions if they use effective funding strategies. Geared for county commissioners, judges and county historical commission chairpersons, attendees will learn what state funding sources are available for county historic preservation projects. Discussion will include funding source pros and cons, eligible projects and how to access funding sources.

Karl Young, Texas Department of Agriculture; Russell Gallahan, Texas Comptroller of Public Accounts; Zindia Thomas, Office of the Attorney General; Robert Johnson, THC Main Street Program

Contaminationphobia: Tackling Environmental Remediation at Historic Properties ★

Many Texas communities have historic structures that contain environmental issues. Property owners often choose to abandon projects instead of working with the Texas Commission on Environmental Quality (TCEQ) to remediate the site and return the building to commercial or residential use. This session is designed to inform our constituents about remediation programs and assistance available through the TCEQ.

Jeffrey S. Beckage, TCEQ

Thinking Outside the Shadowbox: Archeology, Preservation and Local Community ✱

For the general public, archeology is often experienced as a collection of curiosities displayed in a local museum, where emphasis tends to fall on artifacts as objects divorced from their social contexts, both past and present. This session will focus on the way archeology can enrich local historic preservation and engage the community by providing content, institutional support and guidance. In a general discussion, regional case studies will be showcased to illustrate how the THC Archeology Division works with county historical commissions, communities and private landowners to preserve and promote archeology as part of the broader cultural heritage of Texas.

Dan Potter, THC Regional Archeologist; Jeff Durst, THC Regional Archeologist; Tiffany Osburn, THC Regional Archeologist; Bradford Jones, THC Project Archeologist/ Collections Manager

Statewide Preservation Plan Participation ✱

It is time for the THC to update its statewide preservation plan! This 10-year planning document explains the cultural and historic fabric of the state, clearly defines the challenges facing preservationists in Texas and develops a vision for preservation efforts in Texas. Because this plan affects all Texans, the THC invites conference attendees to participate in facilitated sessions to gather public input. This session will be offered twice during the conference in order to facilitate 2–30 person sessions.

Tracey Silverman, THC Agency Planner

Note: The conference program is subject to change.

4–5:30 P.M.

State of the Survey – Part 2 ●

Ideally, cultural and historic resource surveys lead to community planning that retains the historic integrity of significant resources. This second survey session will focus on the application of survey documentation and the long-term benefits. Local preservationists will share their experiences and provide examples of how survey continually promotes preservation.

Greg Smith, THC National Register Coordinator; Elizabeth Butman, THC State Coordinator for Project Review;

Preservation Project: The Sam Bell Maxey House State Historic Site ★

The Sam Bell Maxey House State Historic Site has suffered from 141 years in the northeast Texas elements, resulting in damage to its foundation, roof and wooden exterior. This case study helps to explain the difference between "preservation" and "restoration" and why something that seems simple, such as painting the exterior of a historic home, sometimes takes a long time to complete, and requires a comprehensive approach, which can take longer than expected.

Lynn Deal, THC Site Manager, Sam Bell Maxey House SHS; Nancy McCoy, FAIA, Quimby McCoy Preservation Architecture; Glenn Reed, THC Chief Architect, Historic Sites Division

Partners for Sacred Places: Preserving Sacred Spaces in Texas ■

Partners for Sacred Places is a national, non-sectarian nonprofit that provides funding, technical assistance and training to congregations in historic facilities. This session will focus on the programs of The Texas Office of Partners including assisting congregations impacted by Hurricane Ike as well as developing an online database of historic congregations throughout the state.

Froswa' Booker-Drew, Executive Director, Texas Regional Office, Partners for Sacred Places

Roll Up Your Sleeves and (Pretend to) Get Dirty: Hands-on Activities for your Archeology Event ✱

This session will be in a workshop format and will allow attendees to participate in hands-on learning elements that have been successfully used as public archeology programs for school groups, festivals and similar events. It will specifically focus on ways to share archeological content absent of active excavations, like classrooms or festival sites. To maximize the access to these activities (and the fun) participation will be limited to 30 attendees.

Bryan McAuley, THC Site Manager; Jennifer Price, THC Site Manager; Mickie Ross, The Williamson Museum

Statewide Preservation Plan Participation ✱

It is time for the THC to update its statewide preservation plan! This 10-year planning document explains the cultural and historic fabric of the state, clearly defines the challenges facing preservationists in Texas and develops a vision for preservation efforts in Texas. Because this plan affects all Texans, the THC invites conference attendees to participate in facilitated sessions to gather public input. This session will be offered twice during the conference in order to facilitate 2–30 person sessions.

Tracey Silverman, THC Agency Planner

SATURDAY: APRIL 24

8:30–10 A.M.

Recent Changes in State Cemetery Laws ●

This session will provide an overview of changes to the regulation of Texas cemeteries as a result of House Bill 2927 which passed during the 2009 Texas Legislative Session. Historic cemetery experts, archeologists and staff from the Texas Funeral Services Commission will cover specific issues related to their areas of expertise on the topic.

Gerron Hite, Former THC Cemetery Preservation Coordinator; Mr. O.C. "Chet" Robbins, Executive Director, Texas Funeral Services Commission; Mark Denton, THC Archeologist for State and Federal Review

Threatened Landmarks: Historic Bridges of Texas ■

This session will identify the types of historic bridges in Texas, what makes a historic bridge especially unique or significant and give an update on the ongoing Texas Department of Transportation's historic bridge survey. The session will include a discussion of how county historical commissions can inventory these bridges and produce a management plan to assist county officials in management decisions. The session will also include a discussion on how local preservationists can inspire love and community commitment to preserve historic bridges.

Kitty Henderson, Historic Bridge Foundation; Mark Dunn, Bridge City Citizens for Historic Preservation; Mark M. Brown, Texas Department of Transportation; Rick Mitchell, Mead & Hunt; Adrienne Campbell, THC Historian; Adam Alsobrook, THC Architectural Reviewer

Public Participation in Texas Historical Commission (THC) Initiatives *

Public participation sounds good...in theory. This step in a process or project is often skipped for fear of perceived challenges but it is a vital component of community buy-in. Learn ways to engage the public via THC initiative case studies; examples involve historical markers, statewide surveys and cultural consciousness.

Bratten Thomason, THC History Programs Division Director; Bob Brinkman, THC Historical Markers Program Coordinator; William McWhorter, THC Military Sites Program Coordinator

Creating a Shared Interpretation Model on Historic Trails *

The development of historic trails can positively impact heritage tourism in individual communities and regions. Interpretive methods and themes for heritage tourism programs can be used by museums, sites, tourism professionals and heritage organizations. Learn how the Texas Forest Trail Region, in partnership with Stephen F. Austin State University, Texas Parks and Wildlife, and the National Parks Service, is developing a thematic approach in communities along the El Camino Real de los Tejas.

Mary Turner, Texas Forest Trail Region Executive Director; Barbara Parmley, Texas Parks and Wildlife; Chay Rees Runnels, Stephen F. Austin State University

10:15-11:45 P.M.

Designation Decisions ●

Learn about the different types of national and state historic property designations from the program administrators. Distinctions between the designations, and their benefits and restrictions will be clarified for Historic Texas Cemeteries (HTC), Recorded Texas Historic Landmarks (RTHL), National Register of Historic Places (NR) and State Archeological Landmarks (SAL).

Mark Denton, THC State and Federal Review Archeologist; Bob Brinkman, THC Historical Markers Program Coordinator; Greg Smith, THC National Register Coordinator; Annette Bethke, THC Cemetery Preservation Program

Unmasking Main Street: A Look at Slipcovered Buildings in Houston *

Slipcovers were popular on buildings from the mid-1940s through the 1960s. Early-20th century architectural styles were considered passé and not in keeping with this post-war, forward-thinking generation. The emphasis on new and modern led to the cosmetic alteration of countless facades which are now being reversed. This session uncovers this national phenomenon.

Paul Homeyer, AIA, LEED, AP/Senior Associate, Gensler

A New Way to Get There — Connecting Cyclists with History *

Discover the synergy created when heritage tourism meets nature/sports tourism – especially bicycling. The Texas Mountain Trail Region introduces a cycling-friendly marketing program to help connect vacationing cyclists to hotels and heritage attractions. The Texas Forts Trail Region overviews a three-day ride designed to engage cycling enthusiasts with the area's rich frontier history. Bike Texas will report on the economic impact of cycling tourism and what a community can do to be cycling friendly and cycling safe.

Margaret Hoogstra, Texas Forts Trail Region Executive Director; Beth Nobles, Texas Mountain Trail Region Executive Director; Mark Stine, Special Projects, Bike Texas

Bernardo Plantation Archeological Project *

Bernardo is the site of the first and largest plantation in the Republic of Texas that once served as a staging area for troops before the Battle of San Jacinto. Learn more about this hub of recent archeological activity including the partnerships involved, techniques utilized and information uncovered.

Jim Bruseth, THC Archeology Division Director; Pat Mercado-Allinger, THC State Archeologist

12-6 P.M.

Post-Conference Tour: San Jacinto Battlefield * $

The Harris County Historical Commission hosts a Saturday afternoon road trip to the San Jacinto Day Battle reenactment complete with lunch and refreshments. During the ride, Project Stars will be featured along Highway 225; this program installed murals associated with the battle as a means of beautification, economic development and historical interpretation. Once on the battlefield site, the tour will provide access to the reenactment, encampment and museum. See www.sanjacinto-museum.org for reenactment information.

1:30-6 P.M.

Post-Conference Tour: Genealogical Resources * $

The Harris County Historical Commission hosts a tour of the Clayton Library Center for Genealogical Research with a stop along the way at the picturesque Glenwood Cemetery. Learn how community partnerships developed this extraordinary complex and how to access a library's research tools for your own genealogical project.

Note: The conference program is subject to change.



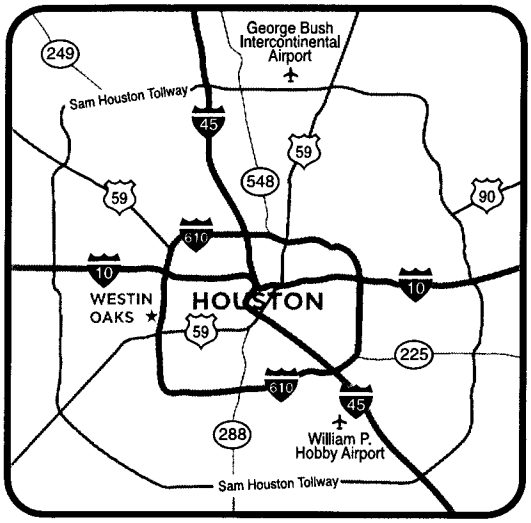
Westin Oaks
5011 Westheimer Rd.
at Post Oak
Houston, TX 77056
866.627.8514
713.960.8100
www.westinoakshouston.com

HOTEL RATES AND DEADLINES

$109 per night for a single or double room, plus applicable state and local taxes. These are special conference rates only available **until March 26 or until the room block is full.** To secure your room reservation at this special rate, call toll free 866.627.8514 and mention the 2010 Annual Historic Preservation Conference.

For information on other hotels, contact the Greater Houston Convention and Visitors Bureau at 713.227.3100 or www.visithoustontexas.com and select "Plan A Visit" for hotel options.





PRESERVATION MARKETPLACE

The Preservation Marketplace is an excellent opportunity for businesses and organizations to share products and expertise with conference attendees. The marketplace will be open from 4 to 8 p.m. on Thursday, April 22 and 8 a.m. to 6:30 p.m. on Friday, April 23.



RATES

Rates are $350 per table for commerical exhibitors and $200 per table for nonprofit groups. Each booth includes a six-foot draped table and two chairs. Electricity is available upon request. Additional needs will be charged extra. The exhibitor rate includes one complimentary conference registration and inclusion in the conference program.

RESERVATIONS

The marketplace reservation form is available for download at www.thc.state.tx.us/annualconference/cof2010.shtml. Space is reserved on a first-come basis upon receipt of payment. For more information, contact the THC's marketplace coordinator at 512.463.8886.

REGISTRATION DETAILS

REGISTRATION OPTIONS

The registration fee covers admission to Friday and Saturday sessions, coffee breaks, a conference registration packet and admission to the Welcome Reception.

Registration on or before April 2	$99
Registration after April 2	$125
Student with current ID	$40

BUS TOURS

Registration required before April 2.

Thursday, April 22, 1–5 p.m.

Tour A: Endangered Modern: The Real Story	$30
Tour B: Downtown Deco & Main Street Icons	$30

Saturday, April 24, 12–6 p.m.

Tour C: Genealogical Tour	$20

Saturday, April 24, 1:30–6 p.m.

Tour D: San Jacinto Battle Re-enactment and Museum	$20

WORKSHOPS

Registration required before April 2.

Thursday, April 22, 1–5 p.m.

Workshop A: Section 106 for Professionals	$30

Thursday, April 22, 1:30–4:30 p.m.

Workshop B: County Historical Commission Workshop	$30
Workshop C: City Preservation Commission Workshop	$30

MEALS/SPECIAL EVENTS

Registration required before April 2.

Welcome Reception (Thurs., April 22)	
with full conference registration	free
without full conference registration	$25
THC Awards Luncheon (Fri., April 23)	$35
THC Awards Dinner (Fri., April 23)	$55
Celebration Luncheon (Sat., April 24)	$35

REGISTRATION DEADLINE: APRIL 2, 2010

General registration after this date will be $125. Requests for refunds must be made in writing and be postmarked by April 2. No refunds will be made after this date. Refunds are issued after the conference, and all refunds are assessed a $40 processing fee.

ONLINE REGISTRATION

We are offering online registration for the first time this year and encourage everyone to take advantage of this convenient process by visiting www.thc.state.tx.us/annualconference/cof2010.shtml.

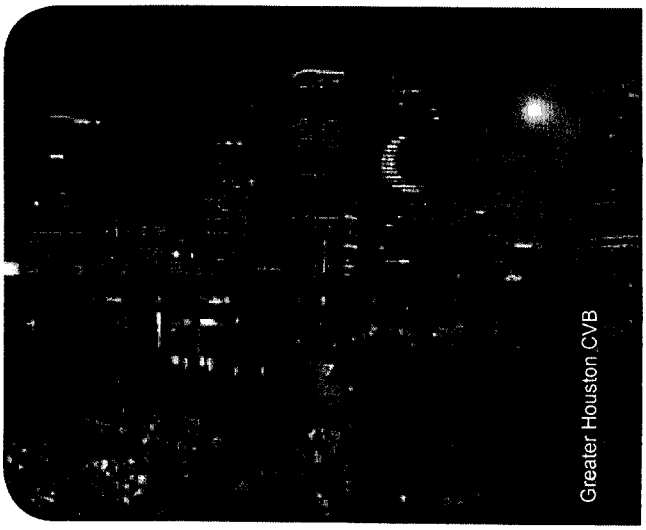
We encourage you to pre-register, as the activities fill up quickly.

SPECIAL NEEDS

Persons with special needs should contact the Texas Historical Commission at 512.463.6255 no less than two weeks before conference.

INFORMATION

For more information, call 512.463.6255 or visit www.thc.state.tx.us/annualconference/cof2010.shtml. Online registration will be available in February.



TEXAS HISTORICAL COMMISSION
real places telling real stories

TEXAS HISTORICAL COMMISSION
real places telling real stories

P.O. BOX 12276 • AUSTIN, TX 78711-2276

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STANDARD
U.S. POSTAGE PAID
AUSTIN, TX
PERMIT NO. 1938

REGISTRATION DEADLINE: APRIL 2, 2010

2010 ANNUAL HISTORIC PRESERVATION CONFERENCE

Choose from four program themes and a special professional education opportunity (or mix and match):

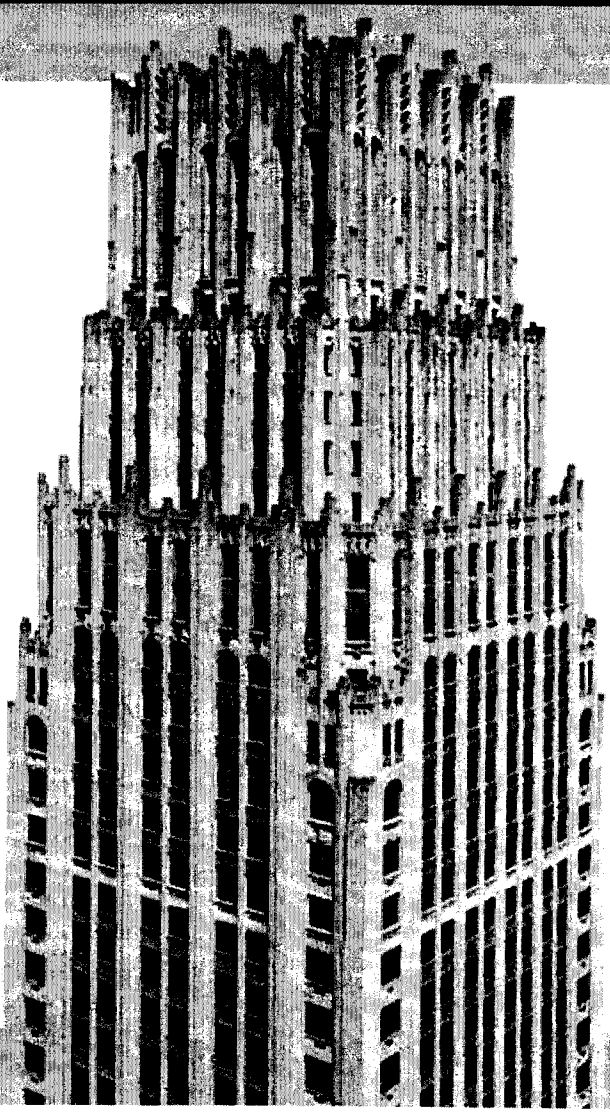
● **THEME 1 — Resource Fundamentals:** THC staff provide information and instruction on essential preservation issues.

★ **THEME 2 — Resource Development:** Professionals provide information on rehabilitation challenges and standards.

■ **THEME 3 — Preservation Advocacy:** Statewide preservation partners discuss timely preservation strategies and initiatives.

✱ **THEME 4 — Public Engagement:** Examples and case studies of public engagement methods for the cause of preservation.

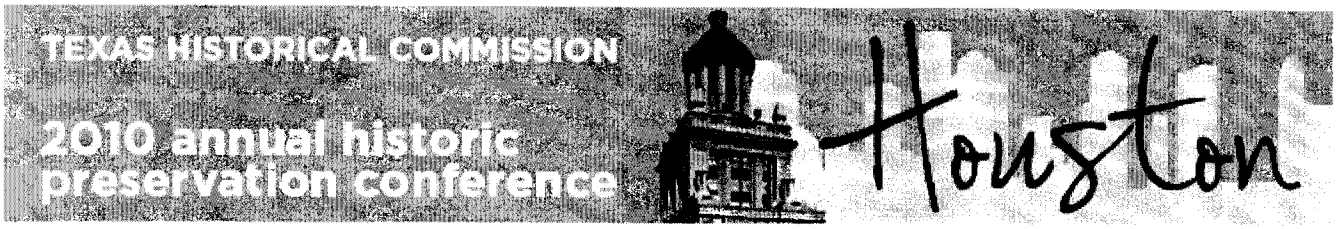
▲ **Professional Content:** Special opportunity for preservation professionals to gain technical instruction.



Jim Parsons/GHPA

Registration Details

Print This Page



Event Information

2010 Annual Historic Preservation Conference

Thursday, April 22, 2010 - Saturday, April 24, 2010

Westin Oaks Houston
888.627.8514
5011 Westheimer Rd.
Houston, TX 77056
United States

Contact Information Phone: (512) 463-6255, Email: maez@thc.state.tx.us

Personal Information

Registration ID	23704002
Registrant	BARBARA STOKES HIDALGO COUNTY HISTORICAL COMMISSION 200 N. CLOSNER EDINBURG, TX 78541 United States
Registration Date	Friday, March 26, 2010 - 11:01 AM (Central Time)
Type	General
Status	Confirmed
Daytime Phone	9563836911
Email	angela.garcia@co.hidalgo.tx.us
County	HIDALGO

Agenda

✓ **Welcome Reception** (Details)
Thursday, April 22, 2010 - 5:30 PM - 7:30 PM (Central Time) Add to My Calendar
Location: Westin Oaks
$0.00

THC Awards Luncheon (Details)
Friday, April 23, 2010 - 12:00 PM - 1:30 PM (Central Time) Add to My Calendar
Location: Westin Oaks
Selection: Registrant Only
$35.00

THC Awards Dinner (Details)
Friday, April 23, 2010 - 6:30 PM - 9:00 PM (Central Time) Add to My Calendar
Location: Westin Oaks
Selection: Registrant Only
$55.00

Celebration Luncheon (Details)
Saturday, April 24, 2010 - 12:00 PM - 1:30 PM (Central Time) Add to My Calendar
Location: Westin Oaks
Selection: Registrant Only
$35.00

✓ **Hotel Reservations** (Details)

Payment Information

Fees	Quantity	Unit Price	Amount
General_Reg_Fee	1	$99.00	$99.00
Welcome Reception	1	$0.00	$0.00
THC Awards Luncheon			
--- Registrant Only	1	$35.00	$35.00
THC Awards Dinner			
--- Registrant Only	1	$55.00	$55.00
Celebration Luncheon			
--- Registrant Only	1	$35.00	$35.00
		Subtotal:	**$224.00**
		Total:	**$224.00**

Summary of Transactions	Date	Amount	Balance
Transaction Amount	3/26/2010	$224.00	$224.00
		Current Balance:	**$224.00**

Payment Information

Payment Method: Check

Payment Instructions:

If paying by check, please make your check payable to: **Friends of the Texas Historical Commission** and send to:

Annual Historic Preservation Conference
Friends of the THC
P.O. Box 13497
Austin, TX 78711

Event Information

2010 Annual Historic Preservation Conference

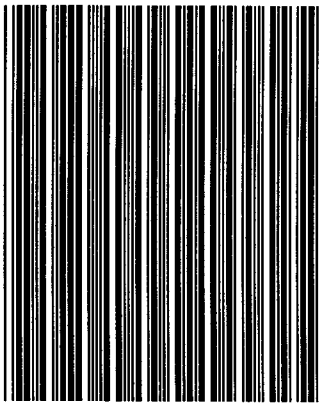
Thursday, April 22, 2010 - Saturday, April 24, 2010

Westin Oaks Houston
888.627.8514
5011 Westheimer Rd.
Houston, TX 77056
United States

Contact Information

Phone: (512) 463-6255, Email: maez@thc.state.tx.us

Personal Information | Agenda | Payment Information



Registration ID	23694684
Registrant	Alicia De La Rosa Hidalgo County Historical Commission 1206 South Standard San Juan, TX 78589 United States
Registration Date	Thursday, March 25, 2010 - 10:58 PM (Central Time)
Type	General
Status	Confirmed
Daytime Phone	956-534-1153
Email	ali42r@yahoo.com

[redacted]

County	Hidalgo

AI-20578 **19.C.**

Inter/Intradepartmental transfers for the Substance Abuse Facililty Project
CC REGULAR

Date:	03/30/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

Co. Wide Adm. (1100):
1. Approval of 2010 interdepartmental transfer from General Litigation to Co. Wide Adm.- Aid to Govt Agency in the amount of $125,000.00 to fund the Substance Abuse Facility project expenditures.
2. Approval of 2010 intradepartmental transfer from Co. Wide Adm.-Aid to Nongovt Agency to Co. Wide Adm.-Aid to Govt Agency in the amount of $125,000.00 to fund the Substance Abuse Facility project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

Funds available as of 3/30/2010
0-1100-415-30-115-021-0-333 --> 0-1100-415-00-115-002-0-841
0-1100-415-00-115-002-0-843 --> 0-1100-415-00-115-002-0-841

Attachments

Link: Interdept Trsf

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/26/2010 03:45 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/26/2010 03:49 PM	APRV
3	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Erika Zamora — Started On: 03/26/2010 03:29 PM

Final Approval Date: 03/26/2010

DATE: March 30, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

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

ACCOUNT NUMBER: 0-1100-415-X0-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-30-115-021-0- 333	GENERAL LITIGATION	LEGAL SERVICES	(125,000.00)
TO			
0-1100-415-00-115-002-0- 841	CO WIDE ADM	AID TO GOVT AGENCY	125,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund Substance Abuse Facility project expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

DATE: March 30, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Adm.

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
843	Aid to Nongovt Agency	841	Aid to Govt Agency	125,000.00
			TOTAL	125,000.00

REASON:
Transfer to fund Substance Abuse Facility project expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20563 **19.D.1.**

Sheriff's Dept - Approval to delete Crime Analyst position, slot no. 271, & create Administrative Assistant II position, slot no. 0347

CC REGULAR

Date:	03/30/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Chief Anacleto Martinez
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Sheriff's Dept. (1100)
a. Approval to create one (1) regular full-time Administrative Assistant II position, slot no. 0347, grade level 6, and transfer-in employee no. 063614, effective next full pay period 04/12/10.
b. Approval to delete one (1) regular full-time Crime Analyst position, slot no. 0271, budgeted salary $30,140.00.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefits available from deletion of Crime Analyst position.

Attachments

Link: PARS
Link: Fiscal Note
Link: New - Job Description
Link: Deleted - Job Description
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/26/2010 01:50 PM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 01:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/26/2010 03:07 PM	APRV

4	Auditor's Office	03/26/2010 04:09 PM	NEW
Form Started By: Sylvia Solis		Started On: 03/25/2010 02:30 PM	
Final Approval Date: 03/26/2010			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Sheriff Dept. (280-001) DATE: 03/25/10

CURRENT POSITION TITLE: Crime Analyst CURRENT SLOT. #: 0271

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

POSITION SALARY REQUEST:

Salary Amount: $ 30,140.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (30,140.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Reduction in duties.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 3-26-10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/26/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Sheriff Dept. (280-001) DATE: 03/25/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: Administrative Assistant II

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)		G6 S1	$ 27,276.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
To fulfill the needs of the department which require more administrative duties.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3-24-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/26/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 20563

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 30, 2010

Summary of request/proposal:
Sheriff's Office is requesting approval to create one (1) regular full-time Administrative Assistant II position, slot # 0347, grade level 6 and transfer-in employee no. 063614, effective next full pay period (04/12/10). Also, delete one (1) regular full-time Crime Analyst position, slot no. 0271, budgeted salary $30,140.00.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step/ Budgeted Salary	Proposed Grade & Step/ Budgeted Salary	Total Requested
1100	Crime Analyst	0271	113			30,140.00	0.00	(30,140.00)
1100	Administrative Assistant II	0347	113	6	1	0.00	27,276.00	27,276.00
					TOTAL:	30,140.00	27,276.00	(2,864.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-421-00-280-001-0- 113	SHERIFF OFFICE -	REG F/T EMPLOYEES	($2,084.90)
0-1100-421-00-280-001-0- 211	SHERIFF OFFICE -	HEALTH INSURANCE	$0.00
0-1100-421-00-280-001-0- 212	SHERIFF OFFICE -	LIFE INSURANCE	$0.00
0-1100-421-00-280-001-0- 220	SHERIFF OFFICE -	FICA	($159.50)
0-1100-421-00-280-001-0- 230	SHERIFF OFFICE -	RETIREMENT	($198.48)
0-1100-421-00-280-001-0- 250	SHERIFF OFFICE -	UNEMPLOYMENT COMP	($10.42)
0-1100-421-00-280-001-0- 260	SHERIFF OFFICE -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	($2,453.30)

2011 Budgetary Impact: **($3,383.04)**

Possible Funding Sources: Funds available from deletion of position

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

ADMINISTRATIVE ASSISTANT II

GRADE: 06

GENERAL DESCRIPTION

Employee performs routine administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries and interprets rules, regulations, policies, and procedures

Assists in the development of administrative or technical assistance policies and procedures

Assists in planning meetings and conferences

May assist in researching, composing, designing, or editing agency publications

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in administrative support work in a governmental setting; Graduation from a standard senior high school or equivalent and a certification of completion from vocational training is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement administrative procedures; to interpret rules, regulations, policies, and procedures; to communicate effectively; and 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
- 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

Delete

HIDALGO COUNTY
SHERIFF'S OFFICE

Job Title: Crime Analyst **FLSA Status: Non-Exempt**

Department: 280 **Civil Service Status: Non- Exempt**

SUMMARY:
Compile and maintain statistical figures to assist both the Criminal Enforcement and Detention Divisions to enhance criminal enforcement procedures, and to handle statistics for various state and federal agencies.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Must be able to perform any data entry as required;
- Must be able to perform and maintain any data required with the assistance of county computer personnel;
- Compile monthly report of offense and stolen property for U.C.R. (Uniform Crime Report) reporting;
- Compile monthly report of arrests for U.C.R.;
- Must be able to prepare charts and/or graphs as required;
- Train officers in proper methods of completing reports required by Austin D.P.S;
- Identify and report problems with computer software and hardware;
- Compile monthly summary of Sheriff's Department activity for Chief of Enforcement;
- Gather statistics pertaining to outside agencies and public requests;
- Create new forms and reports for all department supervisors;
- Perform desktop investigations using manual and electronic means;
- Assist secretaries in answering incoming telephone calls;
- Compile computerized composite photos of alleged suspects per descriptions received from victim/witness;
- Compile computerized composite photos of alleged suspects per descriptions received from victim/witness;
- Compile monthly report listing investigation case numbers and investigators assigned to those cases;
- Report, to appropriate department head, any new software that becomes available to assist with compiling of comprehensive crime reports that may aid the different areas of the department;
- Regular attendance is a must.
- Ability to work well with others.

SUPERVISORY RESPONSIBILITIES

- Does not usually supervise other employees, however, duties may include supervision of clerical or secretarial staff in the department.
- May also be responsible for assigning work to other clerical or secretarial staff whenever necessary to complete department paperwork. In such instances, must be able to insure timely completion of paperwork by coordination with, and/or supervision of clerical or secretarial staff.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Successful applicant must be able to work hours which do not always coincide with a Monday through Friday, 8 am to 5 pm, workday.

EDUCATION and/or EXPERIENCE

- High school diploma or GED;
- Be computer literate, have knowledge in DOS, Microsoft Windows, and Word Processor Applications;
- Must have basic knowledge and understanding of PC trouble shooting;
- Have a working knowledge of database software applications;
- Able to analyze and prepare reports based on the data included in the offense data base systems;
- Able to create an pinpoint reports detailing certain criminal activity;
- Must be able to learn and operate the offense system, including routine maintenance and system backup;
- Must be able to verify data quality for UCR reporting.
- Bilingual is preferred.

CERTIFICATES, LICENSES & REGISTRATIONS

- Applicant must have a current valid Texas operator's driver's license;
- Must be able to be insured by the County's insurance carrier;
- Applicant must be certified in finger print comparison.

OTHER SKILL AND ABILITIES

- Ability to communicate effectively both orally and in writing;
- Ability to work with general public;
- Ability to speak clearly and concisely;
- Ability to handle several items at one time and work in a stressful situation;
- Ability to keep accurate records;
- Good knowledge of business English, spelling and punctuation;
- Ability to establish and maintain effective working relationships with other county employees and the general public;
- May serve as a Notary Public;

- Ability to read and write in the English language;
- Ability to speak in the English and Spanish language is preferred
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively with citizens and employees of organizations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

DISQUALIFICATIONS FOR CONSIDERATION OF EMPLOYMENT TO POSITION

- Currently on probation or serving a sentence for any criminal offense;
- Charges pending for any criminal offense or a warrant is outstanding;
- If prior military service, dishonorable discharge;
- Prior felony convictions;
- Convicted of the offense of Driving While Intoxicated or Driving under the Influence of drugs within twenty-four (24) months from the date of the application.

INFORMATION AND DOCUMENTS TO BE SUBMITTED TO HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT

- Application of employment;
- Copy of High School diploma or GED certificate;
- College transcript, if applicable;
- Military Service Discharge Certificate (DD214), if applicable;
- Copy of current Texas Motor Vehicle Operator's license;
- Any other background information and documentation the applicant desires to present.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to sit; use hands to finger, handle or feel objects, tools or controls; and talk and hear. The employee is required to stoop, kneel, crouch, or crawl. The employee is occasionally required to stand, walk, and climb or balance. The employee must be capable of prolonged sitting (up to 8 hours) and extensive typing. Occasionally, lunch and work breaks may be limited.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works nearing moving mechanical parts; in high precarious places; with explosives; and is occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level is the work environment is usually moderate to loud.

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effective handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20563

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	COUNTY SHERIFF	136,500.00	0.00	0.00	0	0.00	0.00	136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
2	113	CHIEF DEPUTY	85,000.00	0.00	0.00	0	0.00	0.00	85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
3	113	DIVISION COMM	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
4	113	DIVISION COMM	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
5	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
6	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
7	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
8	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
9	113	EXECUTIVE ASST	56,175.00	0.00	0.00	0	0.00	0.00	56,175.00	56,175.00	300.00	0.00	0.00	0.00	500.00	56,975.00
10	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
11	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
12	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
13	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
14	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
15	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
16	113	INFO TECH MANAGER	53,550.00	0.00	0.00	0	0.00	0.00	53,550.00	53,550.00	0.00	0.00	0.00	0.00	500.00	54,050.00
17	113	SENIOR CRIME ANALYST	49,816.00	0.00	0.00	0	0.00	0.00	49,816.00	49,816.00	720.00	0.00	0.00	0.00	500.00	51,036.00
18	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
19	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00
20	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	500.00	56,780.00
21	113	AUDITOR	47,857.95	0.00	0.00	0	0.00	0.00	47,858.00	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
22	113	SERGEANT STEP II	49,255.00	0.00	0.00	0	0.00	(1,666.00)	47,589.00	47,589.00	840.00	0.00	1,800.00	0.00	0.00	50,229.00
23	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
24	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	480.00	0.00	600.00	0.00	0.00	47,060.00
25	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00
26	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
27	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	600.00	0.00	500.00	49,349.00
28	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
29	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
30	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
31	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
32	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20563

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
33	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	540.00	0.00	600.00	0.00	0.00	50,395.00
34	113	CRIME SCENE SPECIALIST SUPERVISOR	46,579.00	0.00	0.00	0	0.00	0.00	46,579.00	46,579.00	1,440.00	0.00	0.00	0.00	500.00	48,519.00
35	113	SERGEANT STEP I	49,255.00	0.00	0.00	0	0.00	(3,275.00)	45,980.00	45,980.00	360.00	0.00	1,500.00	0.00	0.00	47,840.00
36	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	1,200.00	0.00	1,200.00	0.00	0.00	49,989.00
37	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
38	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
39	113	SERGEANT STEP I	49,255.00	0.00	0.00	0	0.00	(3,275.00)	45,980.00	45,980.00	240.00	0.00	1,200.00	0.00	0.00	47,420.00
40	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
41	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	420.00	0.00	1,200.00	0.00	0.00	49,209.00
42	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
43	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
44	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	480.00	0.00	0.00	0.00	500.00	45,114.00
45	113	MECHANIC SUPER	43,363.00	0.00	0.00	0	0.00	0.00	43,363.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
46	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	0.00	50,297.00
47	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
48	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
49	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
50	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00
51	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	500.00	49,777.00
52	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
53	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
54	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
55	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
56	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
58	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
59	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
60	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
61	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
62	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	420.00	0.00	1,200.00	0.00	0.00	38,100.00
63	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
64	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	2,100.00	0.00	0.00	41,610.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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AI - 20563

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
65	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
66	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
67	113	SR. DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	3,933.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
68	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
69	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
70	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
71	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
73	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
74	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	500.00	50,017.00
75	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
76	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
77	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
78	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
79	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
80	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	0.00	44,260.00
81	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
82	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
83	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
84	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	0.00	47,717.00
85	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
86	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
87	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
88	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
89	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	0.00	48,797.00
90	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
91	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
92	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
93	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
94	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
95	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00
96	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00

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SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
97	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	240.00	0.00	0.00	0.00	0.00	36,720.00
98	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
99	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
100	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00
101	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
102	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,300.00	0.00	500.00	49,477.00
103	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
105	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
106	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
107	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
108	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
109	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
110	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
111	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	4,800.00	0.00	500.00	48,983.00
112	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
113	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
114	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
115	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
116	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
117	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	600.00	0.00	0.00	44,403.00
118	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	600.00	0.00	0.00	44,343.00
119	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
120	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
121	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
122	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
123	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
124	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
125	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
126	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
127	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
128	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00

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SHERIFF

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
129	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
130	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
131	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
132	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
133	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00
134	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
135	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
136	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	600.00	0.00	0.00	44,343.00
137	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
138	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
139	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
140	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
141	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
142	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
143	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
144	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	1,800.00	0.00	0.00	45,363.00
145	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
146	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	660.00	0.00	1,200.00	0.00	0.00	45,123.00
147	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
148	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
149	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
150	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
151	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,300.00	0.00	500.00	47,423.00
152	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
153	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
154	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
155	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
156	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
157	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
158	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
159	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
160	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00

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SHERIFF

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
161	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
162	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
163	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
164	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
165	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
166	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
167	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
168	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
169	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
170	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
171	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
172	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	180.00	0.00	0.00	0.00	0.00	36,660.00
173	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
174	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	3,600.00	0.00	500.00	43,550.00
175	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
176	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
177	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
178	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
179	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
180	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,500.00	0.00	0.00	39,620.00
181	113	ACCOUNTANT	40,449.15	0.00	0.00	0	0.00	0.00	40,449.00	40,449.00	1,560.00	0.00	0.00	0.00	0.00	42,009.00
182	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
183	113	MECHANIC	39,940.00	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
184	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
185	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
186	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
187	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
188	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
189	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	0.00	46,300.00
190	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
191	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
192	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	240.00	0.00	0.00	0.00	0.00	36,720.00

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Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
193	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
194	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
195	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	3,300.00	0.00	0.00	42,750.00
196	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	0.00	45,580.00
197	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
198	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
199	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
200	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
201	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
202	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
203	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
204	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
205	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
206	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
207	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
208	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
209	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
210	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
211	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
212	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
213	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
214	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
215	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
216	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
217	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
218	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
219	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
220	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
221	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
222	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
223	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
224	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
225	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
226	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
227	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
228	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
229	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
230	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
231	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,800.00	0.00	0.00	39,920.00
232	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
233	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
234	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
235	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
236	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
237	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
238	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
239	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
240	113	CRIME INTELLIGENCE RESEARCH ANALYS	34,971.30	0.00	0.00	0	0.00	0.00	34,971.00	34,971.00	360.00	0.00	0.00	0.00	500.00	35,831.00
241	113	EVIDENCE TECH	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
242	113	EVIDENCE TECH	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
243	113	PERSONNEL OFFR	33,141.00	0.00	0.00	0	0.00	0.00	33,141.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
244	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
245	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
246	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
247	113	QUARTERMASTER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	540.00	0.00	0.00	0.00	0.00	32,172.00
248	113	ADMINISTRATIVE SUPPORT SUPERVISOR	33,075.00	0.00	0.00	0	0.00	0.00	33,075.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00
249	113	BUDGET CONTROL OFFICER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	0.00	0.00	0.00	0.00	0.00	31,632.00
250	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
251	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
252	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	540.00	0.00	0.00	0.00	0.00	30,921.00
253	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
254	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
255	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
256	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
257	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	1,020.00	0.00	0.00	0.00	0.00	31,401.00
258	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
259	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
260	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
261	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	600.00	0.00	0.00	0.00	0.00	30,981.00
262	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
263	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	420.00	0.00	0.00	0.00	0.00	30,801.00
264	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
265	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
266	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
267	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
268	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
269	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
270	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	360.00	0.00	0.00	0.00	0.00	30,741.00
		DELETE THE FOLLOWING: ↓														
~~271~~	~~113~~	~~**CRIME ANALYST**~~	~~30,140.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~30,140.00~~	~~30,140.00~~	~~780.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~30,920.00~~
272	113	ADMINISTRATIVE SPECIALIST	31,000.00	0.00	0.00	0	0.00	0.00	31,000.00	31,000.00	540.00	0.00	0.00	0.00	500.00	32,040.00
273	113	ASSISTANT QUARTERMASTER	28,922.00	0.00	0.00	0	0.00	0.00	28,922.00	28,922.00	540.00	0.00	0.00	0.00	0.00	29,462.00
274	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
275	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
276	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
277	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
278	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
279	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
280	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
281	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
282	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
283	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
284	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
285	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
287	113	CUSTODIAN	25,616.00	0.00	0.00	0	0.00	0.00	25,616.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20563

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
288	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
289	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00
290	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
291	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00
292	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
293	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
294	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
295	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
296	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
297	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
G313	113	CRI VIC LIASON	8,114.00	0.00	0.00	0	0.00	0.00	8,114.00	8,114.00	600.00	0.00	0.00	0.00	0.00	8,714.00
327	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
328	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00
329	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
330	113	CRIME INTELLIGENCE RESEARCH ANALYS	34,971.00	0.00	0.00	0	0.00	0.00	34,971.00	34,971.00	0.00	0.00	0.00	0.00	500.00	35,471.00
331	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
332	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,000.00
333	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
334	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,500.00	0.00	0.00	39,500.00
335	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,000.00
336	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,200.00	0.00	0.00	39,320.00
337	113	DEPUTY SHERIFF STEP II	0.00	39,330.00	39,330.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,330.00
338	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
339	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	3,300.00	0.00	0.00	45,100.00
340	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,400.00
341	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	41,800.00
342	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
343	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,400.00
344	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,400.00
345	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,400.00
346	113	ADMINISTRATIVE ASSISTANT II	0.00	26,737.00	26,737.00	0	0.00	0.00	26,737.00	26,737.00	360.00	0.00	0.00	0.00	0.00	27,097.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20563

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING: ↓														
347	**113**	**ADMINISTRATIVE ASSISTANT II**	**0.00**	**27,276.00**	**27,276.00**	**0**	**0.00**	**0.00**	**27,276.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			12,330,199.90	660,303.00	769,743.00		0.00	(4,283.00)	12,986,220.00	12,599,817.92	141,840.00	0.00	376,500.00	0.00	51,000.00	13,166,398.00

1. Approval to create one (1) regular full-time Administrative Assistant II position, slot no. 0347, grade level 6 and transfer-in employee no. 063614, effective next full pay period 04/12/10.

2. Approval to delete one (1) regular full-time Crime Analyst position, slot no. 0271, budgeted salary $30,140.00.

3. Personnel actions pending CC approval.

AI-20551 **20.A.4.**

Approval of Payment for ThyssenKrupp Elevator- Elevators Modernization at the Old Adm Bldg.

CC REGULAR

Date:	03/30/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of payment of Invoice No. 0903433 from ThyssenKrupp Elevator (which represents the 50% downpayment as required in contract) in the amount of $188,428.00 for the, "Modernization of Elevators at the Old Administration Building" through PO No. 631030 including release of check issued by County Treasurer and part of the check register for this CC meeting.

BACKGROUND

50% payment as per approved proposal.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Available funding in PO No. 631030 as of 03/26/10. rc

Attachments

Link: TKE Inv 0903433

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/25/2010 03:12 PM	APRV
2	Budget & Management	Erika Zamora	03/25/2010 03:23 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/26/2010 09:55 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Moises Salazar Started On: 03/24/2010 03:53 PM

Final Approval Date: 03/26/2010

THYSSENKRUPP ELEVATOR

0903433

REMIT TO: THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK BLVD., SUITE 700
FRISCO, TEXAS 75034

SOLD TO: HIDALGO CNTY PURCHASING DEP
2802 S BUSINESS HWY 281
EDINBURG TX 78539-0000

CUSTOMER NO: 8181365

INVOICE DATE: 12/07/2009
INVOICE NO: 0903433

JOB NUMBER: 077FAJ791
CODES: 48 108 100 00 04

CONTRACT#:
SUB-CONT#:
CUST PO#:
CONTRACTOR JOB#:

RE: HIDALGO CNTY ADMIN
EDINBURG TX
HIDALGO COUNTY

TO: INVOICE FOR ELEVATOR WORK

CONTRACT PRICE	RECEIPT OF PAYMENT FOR THIS INVOICE IS REQUIRED PRIOR TO RELEASE OF MATERIAL FOR FABRICATION	376,855.00
VALUE OF MATERIAL AND/OR LABOR FURNISHED TO DATE		188,428.00
		188,428.00
NET AMOUNT DUE AND PAYABLE		188,428.00

0-1336-410-CO-115 073-0 452
P.O.# 631030
2/17/2010
02/12/10
12/01-31/09

2010 FEB 16 AM 9 39
RECEIVED BY COUNTY AUDITOR

IF REMITTING DIFFERENT AMOUNT PLEASE GIVE AMOUNT AND REASON, THANK YOU: $ _____

PLEASE CALL: (866) 864-2596	INVOICE:	STEPHANIE SCEICZINA	EXT: 5214
FAX NUMBER: (972) 963-5220	WAIVERS:	ALISON NEESE	EXT: 5208
INVOICES ARE DUE WHEN RENDERED	CREDIT MGR:	ALISON NEESE	EXT: 5208

Goods or Services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

JOB NUMBER	A/R AMT	RET AMT	RES AMT	TAX AMT
077FAJ791	188,428.00			

8181365
HIDALGO CNTY PURCHASING DEP
2802 S BUSINESS HWY 281
EDINBURG TX 78539

PROJECT: HIDALGO CNTY
LOCATION: EDINBURG TX

APPLICATION NO: 1
APPLICATION DATE: 12/07/09

PERIOD FROM: 12/01/09
PERIOD TO: 12/31/09

ThyssenKrupp Elevator Corporation
2801 Network Blvd Ste 700
Frisco Tx 75034

P O #: 631030

CONTRACT FOR: ELEVATOR WORK

THYSSENKRUPP JOB # 077FAJ791 94

CONTRACT DATE: 8,181,365

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	376,855
2. Net change by Change Orders	$	0
3. CONTRACT SUM TO DATE (line 1 +/- line 2)	$	376,855
4. TOTAL COMPLETED & STORED TO DATE	$	188,428
5. RETAINAGE:	$	0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	188,428
7. LESS: CERTIFICATES FOR PAYMENTS (Line 6 from prior Certificate)	$	0
8. CURRENT PAYMENT DUE	$	188,428
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	188,427

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for).

By: DATE:

CERTIFICATION, AFFIDAVIT AND WAIVER OF LIEI

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THE CONTRACT DOCUMENTS AND ALL AUTHORIZED CHANGES, RELATING TO THE ABOVE PROJECT.

ALL LABORERS, MATERIALMEN, AND SUBCONTRACTORS OF THE COMPANY HAVE BEEN PAID FOR THE WORK, LABOR AND/OR MATERIAL, MACHINERY, EQUIPMENT, AND FUEL FURNISHED BY THEM TO THE COMPANY FOR THE PROJECT TO THE FULL EXTENT THAT SUMS WERE DUE TO SAID PARTIES AND THE COMPANY HAS PREVIOUSLY RECEIVED PAYMENT FOR THE WORK, LABOR MATERIAL, MACHINERY, EQUIPMENT, AND FUEL SO FURNISHED BY SAID PARTIES.

FURTHERMORE, IN CONSIDERATION OF THE PAYMENTS RECEIVED, AND UPON RECEIPT OF THE AMOUNT OF THIS REQUEST, THE UNDERSIGNED DOES HEREBY WAIVE, RELEASE AND RELINQUISH ALL CLAIM OR RIGHT OF LIEN WHICH THE UNDERSIGNED MAY HAVE UPON THE PREMISES ABOVE DESCRIBED TO THE EXTENT OF ACTUAL PAYMENTS RECEIVED.

SUBCONTRACTOR: ThyssenKrupp Elevator Corporation

BY: DATE: 12/07/09
Stephanie Sceiczina
Construction Coordinator

Subscribed and sworn to before me this date: 12/07/09
State of: TEXAS County of: COLLIN

Notary Public:

ALISON S NEESE
Notary Public, State of Texas
My Commission Expires
March 08, 2010

THYSSENKRUPP JOB # 077FAJ791 94

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/09

APPLICATION NO: 1

DATE OF APPLICATION: 12/07/09

A	B		C	D	E	F	G	H	I
NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	% COMPLETED	BALANCE TO FINISH LESS RETAINAGE (C-F)	ACTUAL STORED MATERIAL TO DATE
	ELEVATOR GROUP #1								
1	INITIAL PAYMENT		188,428.00		188,428.00	188,428.00	100%	0.00	0.00
2	MATERIAL		94,214.00	0.00	0.00	0.00	0%	94,214.00	0.00
3	LABOR CAR ONE		23,553.00	0.00	0.00	0.00	0%	23,553.00	0.00
4	LABOR CAR TWO		23,553.00	0.00	0.00	0.00	0%	23,553.00	0.00
5	LABOR CAR THREE		23,553.00	0.00	0.00	0.00	0%	23,553.00	0.00
6	LABOR CAR FOUR		23,554.00	0.00	0.00	0.00	0%	23,554.00	0.00
	TOTAL		376,855.00	0.00	188,428.00	188,428.00	50%	188,427.00	

AI-20446 **20.A.5.**

Hidalgo County Expansion of Pool of Professional Services

CC REGULAR

Date:	03/30/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for consideration, acceptance and approval of the "Expansion of Professional Services Pool" (as listed on the RFQ Acceptance Sheet attached hereto) of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:
a. "Expansion of Engineering Services" - (RFQ No. 2010-011A-03-03-MSS) -net gain 3 firms new total 44 Firms
b. "Expansion of Architectural Services" - (RFQ No. 2010-015A-03-03-MEG) net gain 4 firms new new total 17 Firms
c. "Expansion of Construction Material Testing Services" (RFQ No. 2010-014A-03-03-YZV)No Response - Total 6 Firms
d. "Expansion of Real Estate Appraisers"-(RFQ No. 2010-12C-03-03-OTM) net gain 1 firm new total 6 Firms
e. "Expansion of Surveyors"-(RFQ No. 2010-12B-03-03-OTM) No Response - Total 19 Firms

BACKGROUND

Effective Dates: March 30, 2010 thru February 09, 2011

Fiscal Impact

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

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

BUDGETARY IMPACT:

2010 - County Wide

Attachments

Link: participation sheets

Link: Architect-Participation-Acceptance Sheets-Expansion

Link: CMT Participation-Acceptance Sheets-Expansion

Link: Surveyors-Participation-Acceptance Sheets - Expansion

Link: Appraisers-Participation-Acceptance Sheet - Expansion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/25/2010 09:46 AM	APRV
2	Budget & Management	Angela Garcia	03/25/2010 09:47 AM	APRV
3	Purchasing Department	Marty Salazar	03/25/2010 09:50 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 03/18/2010 12:47 PM

Final Approval Date: 03/26/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** EXPANSION OF POOL.	RFQ NO: **2010-011A-03-03-MSS**
RFQ ACCEPTANCE DATE: **March 3, 2010**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: AWARD DATE through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Aldana Engineering & Traffic Design, LLC** 720 S. Texas Weslaco, TX 78596 Attn: Albert J. Aldana –President Ph.: 956-968-4373 –Fax: 956-968-5803 aaldana@aetdengineers.com	X							X	Traffic Engineering
#02	**Izaguirre Engineering Group, LLC** 7413 N. La Homa Rd. Mission, TX 78574 Attn: Diana Izaguirre, President Ph: 956-584-0554 –Fax: 956-584-0554 Izaguirre.engineering@yahoo.com	X					X		X	
#3	**PBK** 1300 N. 10th Street, Suite 210 McAllen, TX 78501 Attn: Mark Madorsky, P.E., President, MEP Group Ph: 888-687-1330 –Fax: 956-687-1331 Mark.madorsky@pbk.com	X	X		X	X		X		

3 -FIRMS TOTAL

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS
RFQ NO: 2010-011A-03-03-MSS

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES EXPANSION OF POOL-HIDALGO COUNTY"**
ACCEPTANCE DATE: **MARCH 3, 2010**	TIME: **9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1	**Izaguirre Engineering Group, LLC** 7413 N. La Homa St. Mission, Tx. 78574	E-MAIL	diana.izaguirre@yahoo.com	02/16/10	Ph. 956-240-0749 Fax. 956-584-0554 Diana Izaguirre
2	**Aldana Engineering & Traffic Design, LLC** 720 S. Texas Blvd Weslaco, Texas 78596	E-MAIL	aaldana@aetdengineers.com	02/16/10	Minnie Hernández Tel. (956) 968-4373 Fax (956) 968-5803
3	**S&B Infrastructure, Ltd.** 5408 N. 10th Street McAllen, TX 78504	E-MAILED AND IP:	acwalzer@sbinfra.com	02/16/10	TEL: 956-994-3613 - FAX: 994-0427 Daniel O. Rios, P.E., Vice President
4	**CUDE Engineers** Attn: Maggie Seay, CPSM	E-MAIL	mseay@mwcude.com	02/17/10	210-681-2951
5	**AQUATIC DESIGN GROUP** Justin Caron, Associate	E-MAIL	jcaron@aquaticdesigngroup.com www.aquaticdesigngroup.com	02/17/10	760.444.8304 (direct) 760.438.8400 (main) 760.438.5251 (fax)
6	**CP&Y, Inc.** The Avallon, Building I 10415 Morado Circle, Suite 200 Austin, TX 78759 Andy Evans	E-MAIL	www.cpyi.com Andy Evans [aevans@cpyi.com]	02/19/10	512-349-0700 512-349-0727 (fax)
7	**Slay Engineering Co., Inc. F-1901** 123 Altgelt, San Antonio, TX 78201 Myra A. Rodriguez Administrative Assistant	E-MAIL	Myra Rodriguez [mrodriguez@slayengineering.com]	02/22/10	P: (210) 734-4388 F: (210) 734-6401
8	**Waterscape Consultants, Inc.** Recreational and Visual Water Amenities 10801 Hammerly, Suite 132, Houston, Texas 77043 Harry Beckwith III, PE	E-MAIL	Harry Beckwith [hbeckwith@waterscapeconsultants.com]	02/24/10	**P: (713) 935-0954** **F: (713) 935-0924**
9					

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: MARCH 03, 2010 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"EXPANSION of PROFESSIOINAL ARCHITECTURAL POOL SERVICES" **RFQ NO: 2010-015a-03-03-MEG**

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**Alcocer Garcia Associates Design Consulting** edo@agadc.com, cc: george@agadc.com	**EMAIL**	Attn: Eduardo Alcocer, Partner/Project Manager spoke to Oliverio Cantu	**02/16/10**	1333 East Jasmine Ave. Mc Allen, TX 78501 (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671
2	**IDE*A Group, Inc.** ideagrp95@sbcglobal.net	**EMAIL**	Attn: Jesus Bustos, Principal spoke to Sergio Lainez	**02/16/10**	1409 Galveston Ave. Mc Allen, TX 78501 (956) 686-6806 Fax: (956) 686-5704
3	**Alamo Architects** ken@alamoarchitects.com	**EMAIL**	**Jerry Lammers, AIA, Principal** spoke to Ken Mireles	**02/16/10**	1512 S Flores Street San Antonio, TX 78204 (210) 227-2612 Fax (210) 227-9457
4	**Di Stefano/Santopetro Architect, Inc.** **j.santopetro@dsarchitectsinc.com**	**EMAIL**	**Attn: Joseph M. Santopetro, AIA, Principal** **disconnected**	**02/16/10**	729 N. Ware Road, Suite 105 McAllen, TX 78501 (956) 683-1958 OR Fax: 683-1965
5	**RABA KISTNER CONSULTANTS** mvila@rkci.com nsalazar@rkci.com	**EMAIL**	Attn: Martin Vila, P. E. Vice President spoke to Rogelio Sustayta Norma Salazar	**02/16/10**	800 E. Hackberry McAllen, TX 78501 (956) 682-5332 Fax: (956) 682-5487
6	**Frank P. Key & Associates, Architects** victor@frankkeyarchitect.com frank@frankkeyarchitect.com	**EMAIL**	Attn: Frank P. Key, AIA, Owner spoke to Victor Palacios	**02/16/10**	1100 E. Jasmine Avenue, Suite 104 Mc Allen, TX 78501 (956) 664-1110 Fax: (956) 664-1113
7	**Boultinghouse, Simpson & Associates** **db@boultinghousesimpson.com**	**EMAIL**	**Attn: Danny Boultinghouse** spoke to Nancy Lara	**02/16/10**	3301 N. McColl Rd. McAllen, TX 78501 956-630-9494 fax 630-2058
8	**Diseno, Inc.** **erodriguez@disenoinc.com**	**EMAIL**	**Attn: Ruben Escobar** spoke to Elva Rodriguez	**02/16/10**	101 S. Cage Boulevard Pharr, TX 78577 956-702-1399
9	**HDR Architecture, Inc.** **richard.martinez@hdrinc.com**	**EMAIL**	**Attn: Richard Martinez** spoke to Richard Martinez	**02/16/10**	17111 Preston Rd., Suite 300 Dallas, TX 75248 972-960-4000
10	**Integrated Marketing Systems** **tx@imsinfo.com** **jflanagan@imsinfo.com**	**EMAIL**	**Attn: Jennie Flanagan** spoke to Rinda Robbison	**02/16/10**	945 Hornblend St. Suite G San Diego, CA 92109 858-490-8800
11	**Kell Munoz Architects** **munoz@kellmunoz.com**	**EMAIL**	**Attn: Kell Munoz** **# disconnected**	**02/16/10**	1105 E. Tyler Harlingen, TX 78550 956-428-1703
12	**Lockwood, Andrews & Newman, Inc.** **info@lan-inc.com**	**EMAIL**	**Attn: George Juomville** left message	**02/16/10**	2925 Briar park Dr., Suite 500 Houston, TX 77042 713-266-6900
13	**Halff Associates, Inc.** **jtrevino@halff.com**	**EMAIL**	**Attn: Joey Trevino** spoke to Melissa Diaz	**02/16/10**	5000 West Military Suite 100 McAllen, TX 78503 956-664-0286
14	**Water Mark Design Solutions** **sjackson@archbuildsolutions.com**	**EMAIL**	**Attn: Steve Jackson** Spoke to Steve	**02/16/10**	2670 Wincrest Dr. Rockwall, Texas 75032 PO Box 550129 Dallas, TX 75355 214-880-1700
~~15~~	~~**Rees Associates, Inc.**~~ ~~**mjp@rees.com**~~	~~**EMAIL**~~	~~**Attn: Jane M. Parker**~~ ~~spoke to Jane parker~~ ~~will not be participating~~	~~**02/16/10**~~	~~1801 N. Lamar St., Suite 600~~ ~~Dallas, TX 75202~~ ~~214-522-7337~~ ~~Fax: 214-522-044~~

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: MARCH 03, 2010 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"EXPANSION of PROFESSIOINAL ARCHITECTURAL POOL SERVICES" **RFQ NO: 2010-015a-03-03-MEG**

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
16	**Texas Design Concepts Inc. (TDCI)** **TDCI@TDCI.us**	**EMAIL**	**Attn: Jose A. Lopez, AIA/ASID, Principal** disconnected	**02/16/10**	301 North Cage Blvd., Suite 2-B Pharr, TX 78577 (956) 783-1229 Fax: (956) 783-1240
17	**Alvarado Architects & Associates, Inc.** irmaalvar@aol.com	**EMAIL**	**Attn: Erasmo Alvarado** spoke Irma Alvarado	**02/16/10**	307 South Main St. Donna, TX 78537 956-464-8258
18	**MAC TEC Engineering and Consulting Inc.** **jmcarter@mactec.com**	**EMAIL**	**Attn: Jane Allen Carter** spoke to Jane Allen	**02/16/10**	3520 Executive Cntr. Drive Suite 200 Austin, TX 78731 512-795-0360
19	**T. Howard & Associates** canderson@thaarch.com	**EMAIL**	Attn: Christine A. Anderson	**02/16/10**	1506 W. Griffin Dallas, Texas 75215 phone 214-522-1100 fax 214-522-5623
20	**Cotera+Reed Architects** mcatterall@coterareed.com	**EMAIL**	Matt Catterall	**02/16/10**	2222 Rio Grande St. Ste C270 Austin, Texas 78705 P 512-472-3300 F 512-472-3611
21	**SUNLAND GROUP-AUSTIN** cforeman@sunlandgrp.com	**EMAIL**	Caraly A. Foreman	**02/16/10**	1033 La Posada, Suite 370 Austin, Texas 78752 P 512-590-7968 F 512-494-0406
22	**EARTH CO., LLC** rudy.martinez@earthcorgv.com	**EMAIL**	Rudy Martinez	**02/16/10**	1306 S. "F" Street Suite A Harlingen, Texas 78550 P 956-428-2443
23	Mayse & Associates, Inc. dgoldston@mayseassociates.com	**EMAIL**	David Goldston	**02/16/10**	14850 Quorum Drive, Suite 201 Dallas, Texas 75254 P 972-386-0338 ext 218 F 972-386-0578
24	Garza/Bomberger & Associates cvacanarvaja@gbarch.net	**EMAIL**	Cecilia Vaca Narvaja	**02/16/10**	5545 Fredericksburg Rd. Ste. 100 San Antonio, Texas 78229 V 210-349-7000 F 210-349-7820
25	DBR **Sara Talarczyk** Administrative Asst. SGonzalez@dbrinc.com llira@dbrinc.com 12/22/10	**EMAIL**	Sara Talarczylk	**02/16/10**	210.546.0200 v 210.546.0201 f
26	MarmonMok A R C H I T E C T U R E Marketing Coordinator	**EMAIL**	Donata Gilliland	**12/17/10**	One Riverwalk Place 700 N. St. Mary's, Suite 1600 San Antonio, TX 78205 210.223.9492 T 210.223.2582 F
~~27~~	~~**DLR Group**~~ ~~Architecture Engineering Planning Interiors bkiehl@dlrgroup.com~~	~~**EMAIL**~~	~~Bradley R. Kiehl~~ ~~will not participate~~	~~**12/17/10**~~	~~7290 West 133rd Street Overland Park, KS 66213-4748~~ ~~o: 913/897-7811~~ ~~m: 913/486-2059~~
28	PBK April L. Dowait Mata	**EMAIL**	Elena Gomez	**12/18/10**	1300 N. 10th Street, Suite 210 McAllen, Texas 78501 P: (956) 687-1330 F: (956) 687-1331

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: MARCH 03, 2010 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"EXPANSION of PROFESSIOINAL ARCHITECTURAL POOL SERVICES" **RFQ NO: 2010-015a-03-03-MEG**

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
29	***Slay Engineering Co., Inc. F-1901/Madeline Anz Slay Architecture*** Myra Rodriguez mrodriguez@slayengineering.com	**EMAIL**	Elena Gomez	**12/22/10**	123 Altgelt, San Antonio, TX 78201 P: (210) 734-4388 F: (210) 734-6401
30	***CLK ARTICTECT*** ***JAVIER HUERTA*** **jhuerta@clkarch.com**	**EMAIL**	Elena Gomez	**12/26/10**	615 N. UPPER BROADWAY SUITE 1250 CORPUS CHRISTI, TEXAS 78477-0050 361-884-3295 EXT 107 FAX 361-884-3298

IN PERSON (IP)
TELEPHONE REQUEST (TR)
PURCHASING VENDOR LIST MAIL OUT (PVLM)
E-MAIL

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: EXPANSION of ARCHITECTURAL SERVICE POOL | **RFQ NO: 2010-015A-03-03-MEG**

RFQ ACCEPTANCE DATE: MARCH 03, 2010 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY		SECTION TO BE COMPLETED BY BUYER						
		Acceptance CD included	Attach. B	Exhibit C Ins.	Exhibit D CIQ	Exhibit E	W-9 Form	Debarment Form	Good Standing Licenses
#01	PBK	✔ ✔	✔		✔	✔	✔	✔	✔ ✔
#02	ALAMO ARCHITECTS	✔ ✔	✔	✔	✔	✔	✔	✔	✔ ✔
#03	MAYSE & ASSOCIATES, INC	✔ ✖	✔		✔	✔	✔	✔	✔ ✔
#04	ALCOCER GARCIA & ASSOCIATES, INC	✔ ✔	✔	✔	✔	✔	✔	✔	✔
#05									
#06									
#07									
#08									
#09									

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL- HIDALGO COUNTY														
DESCRIPTION OF RFQ: "EXPANSION of PROFESSIONAL ARCHITECTURAL SERVICES"												RFQ NO: 2010-015a-03-03-MEG		
RFQ ACCEPTANCE DATE: MARCH 03, 2010												ACCPETANCE OPENING TIME: 9:30 A.M.		
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 10, 2010 THROUGH FEBRUARY 9, 2011														
AREA OF SPECIALIZATION														
RFQ #	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	PBK 1300 N. 10th Street Suite 210 McAllen, Texas 78501 956-687-1330 ph 956-687-1331 fx	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘		↘	
#2	ALAMO ARCHITECTS 1512 South Flores San Antonio, Texas 78204	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘			
#3	MAYSE & ASSOC. 14850 Quorum Drive, Ste 201 Dallas, Texas 75254 972-386-0338 ph 972-386-0578 fx	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘		↘	↘
#4	ALCOCER GARCIA ASSOCIATES, INC. 1333 E. Jasmine Ave. McAllen, Texas 78501	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘	↘		↘	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 03, 2010 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES POOL"

RFQ NO: 2010-014A-03-03-YZV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NOs.
1.Dannenbaum Engineering Corporation	E-MAIL	Cynthia.luera@dannenbaum.com YZV	02/18/10	1109 Nolana Loop, Suite 208 McAllen, TX 78504 TEL: 956-682-3677- FAX: 686-1822
2. HALFF ASSOCIATES, INC Requested by: Joey Treviño	E-Mail	jtrevino@halff.com YZV	02/18/10	5000 West Military, Suite 100 McAllen, Texas 78503 Tel 956-664-0286 Fax:956- 664-0282
~~3. S&B Infrastructure, Ltd. Interest only Engineers Packet 2010-11A~~	E-MAIL	acwalzer@sbinfra.com YZV	02/18/10	~~5408 N. 10th Street McAllen, TX 78504 TEL: 956-994-3613 - FAX: 994-0427~~
4.Sigler, Winston, Greenwood & Assoc., Inc.	E-MAIL	cindy@siglerwinstongreenwood.com YZV	02/18/10	1604 E. Highway 83 Weslaco, TX 78596 TEL: 956-968-2194 –FAX: 968-8300
5.Cobblestone Engineering, Inc.	E-MAIL	doria@cobblestoneusa.com YZV	02/18/10	2810 Century Court Harlingen, TX 78550 TEL: 956-423-0235 - FAX: 423-6008
6.DBR Engineering Consultant	TR/Email	llira@dbrinc.com	02/22/10	Tel: 956-683-1640 – FAX: 683-1903

VIA:
IN PERSON (IP) **E-MAIL (EM)**
TELEPHONE REQUEST (TR) **BIDDER LIST MAIL OUT (BLM)**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: MARCH 03, 2010 | RFQ OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFQ: " EXPANSION OF CONSTRUCTION MATERIAL TESTING SERVICES"

BID NO: 2010-014A-03-03-YZV

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS
1.	NO RESPONSES RECIEVED	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 03, 2010 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/RFQ DESCRIPTION: "EXPANSION OF REAL ESTATE SURVEYORS POOL-HIDALGO COUNTY"
RFQ NO: 2010-012B-03-03-OTM

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Aranda & Associates 1552 Dove Ave. McAllen TX 78504	E-MAIL TO:	arandaj@arandaworld.com OLGA MONTERO	02/18/10	TEL: 956-631-0944 FAX: 956-631-0992
L & G Engineering 2100 W. Expressway Mercedes, TX 78570	E-MAIL TO:	velma@lgengineers.com OLGA MONTERO	02/18/10	TEL: 956-565-9813 FAX:
Dos Logistics 24114 FM 2556 Santa Rosa Tx 78593	E-MAIL TO:	ericybarra@doslandsurveying.com denishathompson@doslogistics.com OLGA MONTERO	02/18/10	TEL: 956- 797-4601 956-797-4630
Innovative Civil Eng. Services/Jaime M. Cantu 1306 S. F. St. Suite A Harlingen, TX 78550	MAIL TO:	icesltd@rgv.rr.com OLGA MONTERO	02/18/10	TEL: 936- 466-1954 FAX:
Rodriguez Engineering/ Leo L. Rodriguez, JR. 5602 E. Iowa Rd. (P.O. Box 1830 Edinburg, TX 78540	EMAIL TO:	Atm1963@hotmail.com OLGA MONTERO	02/18/10	TEL:956-782-2557 FAX: 956-380-2775
Sherwood Surveying, LLC./David L. Ellis 6477 FM 311 Spring Branch, TX 78070	EMAIL TO:	delis@msenger.com OLGA MONTERO	02/18/10	TEL: (830) 228-5446 FAX: (830) 885-2170
Sherwood Surveying, LLC./David L. Ellis 6477 FM 311 Spring Branch, TX 78070	EMAIL TO:	dellis@msengr.com OLGA MONTERO	02/18/10	TEL: 830-228-5446 FAX:830-885-2170
Salinas Engineering & Assc./David Omar Salinas 2221 Daffodil Ave. McAllen, TX 78501	EMAIL TO:	Dsalinas.sea@sbcglobal.net OLGA MONTERO	02/18/10	TEL: 956-682-9081 FAX: 956-686-1489 CELL: 956-648-8899
Integrated Marketing Systems **Jenny Flanagan**	EMAIL TO:	**jflanagan@imsinfo.com** OLGA MONTERO	02/18/10	858-490-8823 858-490-8811 fax
MTZ Martinez Geospatial	EMAIL TO:	**dan@mtzgeo.com** OLGA MONTERO	02/18/10	512-538-8120 952-412-4219 fax
Civil Engineering Consultants **Chester Varner**	EMAIL TO:	**cvarner@cectexas.com** OLGA MONTERO	02/18/10	210-641-9999 210-641-6440 fax
CUDE Engineers Surveyors Planners **Maggie Seay, CPSM**	EMAIL TO:	**mseay@mwcude.com**	02/18/10	
Surveying & Mapping, Inc. (SAM, Inc.) 5508 W. Highway 290, Bldg. B Austin Texas 78735	EMAIL TO:	**jjaeger@saminc.biz**	02/18/10	512-447-0575 512-326-3029 fax
Deal Sikes & Assc/Mathew C. Deal, CRE 3901 Ballaire Blvd., Suite A Houston Tx 77025	EMAIL TO:	**mdeal@dealsikes.com**	02/18/10	713-662-3500 713-357-4599 fax
Edminster, Hinshaw, Russ & Assc, Inc 10555 Westoffice Dr Houston Tx 77042	EMAIL TO:	**dlarranaga@ehrainc.com** OLGA MONTERO **Diana Larranaga**	02/18/10	713-784-4500 x-2294 713-784-4577
Fernando Camarrillo **Poznecki-Camarrillo**	EMAIL TO:	**fcamarillo@pozcam.com**	02/18/10	210-349-3273

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)**
BIDDER LIST MAIL OUT (BLM) **EMAIL REQUEST (EM)**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: MARCH 03, 2010 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "EXPANSION OF REAL ESTATE SURVEYORS POOL-HIDALGO COUNTY"

RFB NO: 2010-012b-03-03-OTM

RFB	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	NO RESPONSES	
2		
3		
4		
5		
6		
7		
8		
9		
10		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 03, 2010 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/RFQ DESCRIPTION:"EXPANSION OF REAL ESTATE APPRAISERS POOL-HIDALGO COUNTY"
RFQ NO: 2010-012C-03-03-OTM

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Aranda & Associates 1552 Dove Ave. McAllen TX 78504	E-MAIL	arandaj@arandaworld.com OLGA MONTERO	02/18/10	TEL: 956-631-0944 - FAX: 631-0992
Scroggin Appraisal Service 1124 Pecan Blvd. McAllen TX 7850	E-MAIL	scroggintx@sbcglobal.net OLGA MONTERO	02/18/10	TEL: 956-668-7478 – FAX 956-668-1728
Executive Appraisals/Ramon A. Olivarez 106 Ciro Dr. San Juan, TX 78589	E-MAIL	rolivarez@rgv.rr.com OLGA MONTERO	02/18/10	TEL: 956-682-6123 - FAX:
Perez Appraisal Service 6901 N. 34th Street McAllen TX 78502	E-MAIL	Dperez7187@aol.com OLGA MONTERO	02/18/10	TEL: 956-971-0867 - FAX:
S & R Appraisal 3317 N. Ware Rd. – McAllen TX 78504	E-MAIL	Robertlstout2@hotmail.com OLGA MONTERO	02/18/10	TEL: 956-687-6181- FAX:
Trevino Real Estate Appraisal Service 1023 S. 14th Street Edinburg, TX 78539	E-MAIL	treappraisals@yahoo.com OLGA MONTERO	02/18/10	TEL: 956-383-2586 FAX:
Spectrum Appraisals 924 W. Nolana Rd. Ste A Pharr, TX 78577	E-MAIL	specappraisals@sbcglobal.net OLGA MONTERO	02/18/10	TEL: 956- 283-8730 FAX:
Sunrise Appraisal Company 3405 W. Gardenia Ave. McAllen TX 78501	E-MAIL	wendytetreau@sbcglobal.net OLGA MONTERO	02/18/10	TEL: 956-994-8488 FAX:888-504-7146
Alliance Realty Malcolm Wiley	MAIL	3828 Davis Ste 314 Conroe, TX 77304	02/18/10	TEL: 936-756-7171 FAX:
Robinson, Duffy & Barnard, LLP. 1906 East Tyler Avenue, Suite C Harlingen, TX 78550	E-MAIL	bduffy@rdbllp.com OLGA MONTERO	02/18/10	TEL: 956-428-4480 FAX: 956-428-4154
Aguirre and Patterson,Inc/Joe Patterson, Pres. 3315 N. McColl Road McAllen, TX 78501	E-MAIL	Patterson@bizrgv.rr.com OLGA MONTERO	02/18/10	TEL: 956-686-4532 FAX: 956-686-6011
A Palacios Management Consultants **Arturo Palacios** PO Box 3613 McAllen, TX 78502	E-MAIL	apalacio@hiline.net arturopalacios@sbcglobal.net OLGA MONTERO	02/18/10	TEL: 956-664-0073 FAX:956-664-1422
DFW Group, Inc. **Ted Myers** PO Box 768 Arlington, TX 76004	E-MAIL	ted@dfwgroup.com OLGA MONTERO	02/18/10	TEL: 972-641-6005 FAX: 972-641-6506
McAllen Valuation Services **Jess Smith**	E-MAIL	mcallenvaluation@hotmail.com OLGA MONTERO	02/18/10	TEL: 956-687-8200
Earth Co., LLC Rudy Martinez	EMAIL	Rudy.martinez@earthcorgv.com OLGA MONTERO	02/18/10	956-428-2443
Darren J Fox, SR/WA 7745 Chevy Chase Dr. Bldg.5—Ste220 Austin Tx 78752	EMAIL	Darren.fox@hdrinc.com OLGA MONTERO	02/18/10	512-531-5900 512-531-5995 512-845-5351 mobile
Liz Rubio	EMAIL	lizrubio@bizrgv.rr.com OLGA MONTERO	02/18/10	

***VIA:**
IN PERSON (IP)
EMAIL REQUEST (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: MARCH 3, 2010 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "EXPANSION REAL ESTATE APPRAISERS POOL - HIDALGO COUNTY"

RFB NO: 2010-012C-03-03-OTM

RFB	NAME OF COMPANY	CD INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	Executive Appraisals Ramon A. Olivarez	√	√
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

AI-20433 **20.A.6.**

Reimbursement

CC REGULAR

Date:	03/30/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Omar Salinas for the purchase of fuel for the County issued Purchasing Department vehicle in the amount of $20.00 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-626

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

BUDGETARY IMPACT:

$3,230.00 available balance as of 03/26/10. rc

Attachments

Link: Letter and Affidavit, original receipt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/24/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2010 01:28 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/26/2010 08:39 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nielda Cavazos Started On: 03/18/2010 07:37 AM

Final Approval Date: 03/26/2010

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Omar Salinas (PURCHASER'S NAME), do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
583089	3-17-20110	20.00	HEB in Elsa, Texas 78543

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Omar Salinas

TITLE: Inventory Specialist III (PERSON MAKING PURCHASE)

Before me Nielda Cavazos, a Notary Public, appeared Omar Salinas and on the oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H E/S further stated that h E/s requested payment of the same.

(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NIELDA CAVAZOS
MY COMMISSION EXPIRES
September 13, 2012

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY JUDGE

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: SFA-CA-004
REVISED: 2/89

2009
SuperCrew
F-150
106-1962
17 1999

Elsa @(00138)
101 N Crockett
Elsa, Tx 78543

Pump# 04 Unleaded
Gallons 7.409
Price/Gal $2.699
Fuel Sale $20.00

Credit $20.00
MC **********5052
Apprvl: 583089

03/17/10 02:19PM

I AGREE TO PAY THE TOTAL AMOUNT ACCORDING TO THE CARD ISSUER AGREEMENT

2009 F 150
SuperCrew
106-1962
#171999

Omar Salinas

Agenda Item
Req
20433

1725/9

Invoice Received By:
on 3/18/2010
Goods/Services Received By:
on 3/18/2010
1100-415-18-160-001-0-
Okay to pay

P.O.

PURCHASING DEPARTMENT
County Of Hidalgo

To: Ray Eufracio, County Auditor
Hidalgo County Auditors

Date: March 18, 2010

From: Martha L. Salazar, CPPB Purchasing Agent
Hidalgo County Purchasing Department
Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing

Re: Request for Reimbursement

On March 17, 2010, while conducting official County business, Omar Salinas Inventory Specialist III stopped at the HEB Fuel Station in Elsa, Texas 78543 that's when he realized he had left the fuel card at the office and the vehicle needed fuel to get back to Edinburg, Texas. All county fuel cards are in the office under lock and key. At that point Mr. Salinas went head and proceeded to put gas in the county vehicle. Mr. Salinas is requesting reimbursement of $ 20.00 dollars attached is a receipt and a purchase affidavit.

If you have any questions please feel free to call me at (956)292-7000 ext 4853

Thanks

2812 So. Hwy Bus 281—Edinburg Texas 78539—(956) 318-2626—Fax (956) 318-2629

AI-20179 **20.A.7.**

Acceptance and approval to remove two fixed assets items from inventory
CC REGULAR

Date: 03/30/2010
Submitted By: Gabriel Navarro, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting acceptance and approval to remove item A and item B from the 93rd District Court's Inventory List. After analytical review of the invoice by the Fixed Asset Division and with the great effort from the Purchase Order Administrators, Hidalgo County has received a refund in the amount of $7,500.44.

Item	Hidalgo Co. Asset No.	Description
A.	48995	Audio/Visual Equipment Mount Kit
B.	48896	Audio/Visual Equipment Mount Kit

BACKGROUND

Due to a pricing error a refund in the amount of $7,500.44 was honored to the County thus not qualifying items A and B as a Capital or Minor Equipment Asset.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Fiscal impact is in the form of refund/revenue(s) and not as an expenditure. (Ref: JE-00750 posted on 02/28/10)

Revenue Acct #0-1100-360-00-000-000-0-000

Attachments

Link: Back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2010 01:55 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2010 03:16 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/25/2010 01:36 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Gabriel Navarro

Started On: 03/02/2010 09:27 AM

Final Approval Date: 03/26/2010

Memorandum

TO: MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

FROM: AGUEDA "AGGIE" GARCIA
FIXED ASSET MANAGER

DATE: MARCH 01, 2010

RE: CREDIT FOR THE 93RD DISTRICT COURT

In the month of September, Mr. Joel Espinoza, Court Coordinator for the 93rd District Court, called me in reference to the Tagging Report sent to his office. The Tagging Report (see attached) sent to him reference two (2) Audio Visual Equipment Mount Kits at $3,788.10 each item. He questioned the fact that the Fixed Asset Division only sent the two tags when the PA System total price was $33,450.44 (see attached). I stated that I would have a staff member analyze the invoice.

Upon further review the staff member, discovered that the items that were captured at $1,000.00 and over were two antenna kits at $3,788.10 each. The PO Administrators along with the Fixed Asset staff researched the items with the County Buyer in charge of the project and the Vendor Visual Innovation) representative, which a price discrepancy was discovered. The actual price for the antenna kits is $37.88 each. Visual Innovation issued a credit memo (see attached) on October 21, 2009 and later issued a check (see attached), on December 30, 2009, to Hidalgo County in the amount of $7,500.44.

At the time in question of what items will be tagged, there were no qualifying items above $1,000.00; but now the Fixed Asset Division has a new procedure that requires departments to tag all County Assets in the amount of $300.00 and above. So upon further analyzing of the invoice a new tagging report will be sent with 6 additional tags.

If you have any questions or concerns, you can contact me at ext. 4873.

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION

TAGGING REPORT

TO: Joel Espinoza, Court Coordinator
FROM: Agueda "Aggie" Garcia, Fixed Asset Manager
DATE: 08/17/09
SUBJ: Mach & Equipment tags issued as of April 30, 2009.

QTY	DPT NO	DEPT NAME	ASSET NO	DESCRIPTION	ACQ DATE	SERIAL NO	LIC PLATES	PO NO	ACQ COST
1	002	93RD DISTRICT COURT	48895	AUDIO / VISUAL EQUIPMENT MOUNT KIT	04/03/09			614243	3,788.10
1	002	93RD DISTRICT COURT	48896	AUDIO / VISUAL EQUIPMENT MOUNT KIT	04/03/09			614243	3,788.10
2		TOTAL							$ 7,576.20

Attached please find Machinery and Equipment tags issued to items acquired by your department as of April 30, 2009.
The tag should be placed on the right upper hand corner of the item, or where it can be easily seen.
Please include the serial number during the tagging process, for proper update in the County's inventory system.
This confirmation should be returned to the Purchasing Dept FA Division by August 28, 2009.

TAGGING CONFIRMATION

SIGNATURE/DATE

PRINTED NAME

VISUAL INNOVATIONS COMPANY, INC.
8500 SHOAL CREEK BLVD.
BLDG. 1
AUSTIN, TEXAS 78757
PHONE (512) 334-1100
FX (512) 334-1133

INVOICE

INV00025716

DATE
2/17/2009

Credit Card:
Auth. Code:

PAGE: 1

Hidalgo County
100 N Closner

Edinburg TX 78539

Lease Account

Hidalgo County
Joel Espinoza
100 N Closner

Edinburg TX 78539

PURCHASE ORDER NO	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
614243	HIDALGOC001	DELEON, D	GROUND	NET 30	12/19/2008	27,219

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PR
1	VI-JOB LOC INFO	93rd Judicial Courtroom/2nd Floor	Each	$0.00	$0.00	$0.00
1	RPA-315	Projector Mount	Each	$0.00	$135.39	$135.39
1	VI-INS-MISC	Install Miscellaneous Equipment	Each	$0.00	$14.29	$14.29
4	SLX14/84	SLX1& WL184 Microflex Supercardioid La	Each	$0.00	$623.06	$2,492.24
2	UA507	Rack Mount Kit	Each	$0.00	$20.45	$40.90
1	UA844SWB	Antenna Distribution System	Each	$0.00	$415.48	$415.48
2	UA600	Antenna Kit for UHF Shure recievers	Each	$0.00	$3,788.10	$7,576.20
1	MX418S/C	Cardioid 18"Gooseneck Condenser Mic XL	Each	$0.00	$229.99	$229.99
1	MX418/C	Gooseneck Condensor Mic	Each	$0.00	$208.82	$208.82
2	MX202WP/C	Cardioid White Mini-Condenser for Over	Each	$0.00	$187.65	$375.30
1	A-906MK2	Mixer/Amplifier 08K87 16893	Each	0.00000	$505.95000	$505.95
6	M-11S	Microphone Input Module	Each	$0.00	$57.14	$342.84
1	B-11S	Balance Line Input Module Transformer 08K87 24503	Each	$0.00	$51.19	$51.19
1	MB-25B	Rack Mount Kit for 900MK2	Each	0.00000	$20.24000	$20.24
2	SDM-X2	Microphone Preamp	Each	$0.00	$120.62	$241.24
1	PB-MPA2	Dual Mic Phantom Adapter 12, 24, 48 V	Each	$0.00	$195.69	$195.69

RECEIVED BY COUNTY CLERK
2009 APR 3 PM 2 06

Thank You

VISUAL INNOVATIONS COMPANY, INC.
8500 SHOAL CREEK BLVD.
BLDG. 1
AUSTIN, TEXAS 78757
PHONE (512) 334-1100
FX (512) 334-1133

INVOICE

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DATE
2/17/2009

Credit Card:
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Hidalgo County
100 N Closner

Edinburg TX 78539

Lease Account

Hidalgo County
Joel Espinoza
100 N Closner

Edinburg TX 78539

2009 APR 3 RECEIVED COUNTY

PURCHASE ORDER NO	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
614243	HIDALGOC001	DELEON, D	GROUND	NET 30	12/19/2008	27219

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRI
1	PS-24A	RDL Power Supply	Each	$0.00	$20.21	$20.21
2	60-740-01	Passive ASA - Audio Summing Adapter	Each	$0.00	$38.10	$76.20
1	M-01S	Mic Input Module	Each	$0.00	$42.86	$42.86
6	FAP42T	Premium Quality 4" Music & Paging Spea	Each	$0.00	$60.62	$363.72
1	60-758-01	Two Input VGA-QXGA and Stereo Audio Sw A06HP9D	Each	$0.00	$142.86	$142.86
1	60-484-31	SW 4AV RCA 899386001	Each	$0.00	$547.62	$547.62
1	70-222-01	1U Full Rack Under-Desk Mounting Kit	Each	$0.00	$29.76	$29.76
1	70-212-01	VersaTools® Mini Under-Desk Mount Kit	Each	$0.00	$29.76	$29.76
2	60-716-0A	Surface-Mountable Enclosure A06L10T A06L11C	Each	$0.00	$250.00	$500.00
1	PTRK-21	21 Space (36 3/4in) Portable Rolling R	Each	$0.00	$473.27	$473.27
1	PTRK-RR21	Rear Rail Kit For The Ptrk-21	Each	$0.00	$32.80	$32.80
1	LBP-1.5	1.5" off set cable lacer bar	Each	$0.00	$56.90	$56.90
1	U2	Rack Shelf	Each	0.00000	$40.96000	$40.96
1	D2	Middle Atlantic Equipment Drawer	Each	$0.00	$110.73	$110.73
1	PDT-1015C-NS	10 OUTLET, SINGLE 15 AMP CIRCUIT THIN	Each	$0.00	$87.88	$87.88

Thank You

VISUAL INNOVATIONS COMPANY, INC.
8500 SHOAL CREEK BLVD.
BLDG. 1
AUSTIN, TEXAS 78757
PHONE (512) 334-1100
FX (512) 334-1133

INVOICE

INV00025716

DATE
2/17/2009

Credit Card:
Auth. Code:

PAGE: 3

Hidalgo County
100 N Closner

Edinburg TX 78539

Lease Account

Hidalgo County
Joel Espinoza
100 N Closner

Edinburg TX 78539

RECEIVED BY COUNTY 2009 APR

PURCHASE ORDER NO	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
614243	HIDALGOC001	DELEON, D	GROUND	NET 30	12/19/2008	27219

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED P
5	EB2	2 Space Rack Panel	Each	$0.00	$8.48	$42.4
1	VTF1	1 Space Vent Panel	Each	$0.00	$10.10	$10.1
1	EB-1	Single Space Rack Blank	Each	$0.00	$6.32	$6.3
1	VI-FR-MISC	Handling / Staging/Min Order/Misc	Each	$0.00	$541.10	$541.1
1	VI-CABLE&CONNECTORS	Cable & Connectors	Each	$0.00	$1,895.53	$1,895.5
100	VI-RGB5P-FT	VI Plenum BNC-5 Mini HR	Feet	$0.00	$0.00	$0.0
100	VI-RG59P-FT	RG-59 Plenum Cable	Feet	$0.00	$0.00	$0.0
200	VI-2PR-P-FT	22ga 2-pair w/shield Plenum	Feet	$0.00	$0.00	$0.0
450	VI-2C-P-FT	22 Gauge Shielded Single Pair PVC	Feet	$0.00	$0.00	$0.0
250	VI-18P-FT	18 ga single pair w/shield Plenum	Feet	$0.00	$0.00	$0.0
3	VI-RG59P-BNC	Premium 2 Piece True 75 ohm BNC Plug	Each	$0.00	$0.00	$0.0
4	VI-RG59P-RCA	RCA Male RG59	Each	$0.00	$0.00	$0.0
4	XLRP-3N	male 3 pin xlr connector	Each	$0.00	$0.00	$0.0
6	XLRJ-3N	Female 3 Pin XLR Connector	Each	$0.00	$0.00	$0.0
2	2210-01SP/N9	15 Pin Male	Each	$0.00	$0.00	$0.0

Thank You

VISUAL INNOVATIONS COMPANY, INC.
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PAGE: 4

Hidalgo County
100 N Closner

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Lease Account

Hidalgo County
Joel Espinoza
100 N Closner

Edinburg TX 78539

RECEIVED
2009 APR
COUNTY

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
614243	HIDALGOC001	DELEON, D	GROUND	NET 30	12/19/2008	27,219

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PR
2	2512-009	9 Pin Serial Cable Connector Hood	Each	$0.00	$0.00	$0.00
1	26-490-02	VGA Male 6' MHRA Cable (Molded)	Each	$0.00	$0.00	$0.00
1	26-490-03	Interface input cables w/ M 15-pin con	Each	$0.00	$0.00	$0.00
1	26-490-04	15-Pin HD M-M W/ Audio 25'	Each	$0.00	$0.00	$0.00
1	3RB-MM-6	3 RCA MALE-MALE MOLDED 6 FT	Each	$0.00	$0.00	$0.00
1	3RB-MM-12	12ft RCA Composite Video 2RCA Stereo M	Each	$0.00	$0.00	$0.00
1	3R-25-MM-OFC-1	25' RCA Plugs to Plugs	Each	$0.00	$0.00	$0.00
1	UTP5-25-WH	UTP Cat5E Molded White Cable	Each	$0.00	$0.00	$0.00
1	FEB1L	Single Space Blank w/VI Logo	Each	0.00000	$0.00000	$0.00
1	HW100	Captive Washer Screws (100 pcs)	Each	$0.00	$0.00	$0.00
1	M-8	DISCONTINUED USE M-8X	Each	$0.00	$0.00	$0.00
1	VI 100	1 Gang Wall Plate (VGA w/ Audio)	Each	$0.00	$0.00	$0.00
3	PIM12-W-T	Wall Track	Each	$0.00	$0.00	$0.00
1	CMS-440	Suspended Ceiling Kit	Each	$0.00	$0.00	$0.00
1	VI-MISC-HARDWARE	Misc. Hardware	Each	0.00000	$0.00000	$0.00
1	VI-ENGINEERING	Engineering Design-Test-Documentation	Hour	$0.00	$880.00	$880.00

Thank You

VISUAL INNOVATIONS COMPANY, INC.
8500 SHOAL CREEK BLVD.
BLDG. 1
AUSTIN, TEXAS 78757
PHONE (512) 334-1100
FX (512) 334-1133

INVOICE

INV00025716

DATE
2/17/2009

Credit Card:
Auth. Code:

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7,576.20+
7,576.20* PR

PAGE: 5

Hidalgo County
100 N Closner

Edinburg TX 78539

Lease Account

Hidalgo County
Joel Espinoza
100 N Closner

Edinburg TX 78539

RECEIVED BY
COUNTY AUDITOR
2009 APR 3 PM 2 06

PURCHASE ORDER NO	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
614243	HIDALGOC001	DELEON, D	GROUND	NET 30	12/19/2008	27,219

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PR
1.00	VI-ENG-TRAINING	Eng Traing, System Testing, Documentat	Hour	$0.00	$680.00	$680.00
1	VI-INSTALL	Standard System Installation	Each	0.00000	$7,055.00000	$7,055.00
1.00	VI-PROJECT MGMT	Project Management Labor	Hour	$0.00	$1,020.00	$1,020.00
1.00	VI-INS-TRAVEL	Installation Labor Travel Charges	Hour	$0.00	$1,224.00	$1,224.00
1	VI-TRAVEL	Travel Expense	Each	$0.00	$480.00	$480.00
1	VI-TRAVEL	Travel Expense	Each	$0.00	$1,200.00	$1,200.00
1	VI-TRAVEL	Travel Expense	Each	$0.00	$379.32	$379.32
1	VI-TRAVEL	Travel Expense	Each	$0.00	$600.00	$600.00
1	VI-GAF	General and Administrative Fee	Each	$0.00	$1,101.65	$1,101.65
1	VI-SA-PS-72-1	1Year V1 Plus Silver Level Service Ass	Each	$0.00	$1,389.33	$1,389.33

RECEIVED BY: J Espinoza
DATE REC. 2-20-09
1100-412-00-002-001-0- 748
P.O.# 614243

RECEIVED BY: J Espinoza
DATE REC. 2-17-09
1100-412-00-002-001-0- 664
P.O.# 614243

$25,874.2

$7,576.20

432. 16023.59
619 5643.89
664 4206.76
748 7576.20

THANK YOU FOR YOUR BUSINESS!
Finance Charge of 1 1/2% per month on past due balances.

Thank You

Subtotal	$33,906.04
Misc	$0.00
Tax	$0.00
Freight	$578.95
Total	$33,450.44

WP-1

Credit Memos	CREDT000000001230
Date	10/21/2009

Visual Innovations
8500 Shoal Creek Blvd
Bldg.1
Austin TX 78757

Customer:

Hidalgo County
100 N Closner
Edinburg TX 78539

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
614243	HIDALGOC001	DELEON, D	GROUND	

Description:
Incorrect Pricing

Amount
$7,500.44

Subtotal	$7,500.44
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Payment	$0.00
Total	$7,500.44

VISUAL INNOVATIONS COMPANY, INC. 24476

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	
HIDALGOC001	Hidalgo County	000055864	12/30/2009	0024476

OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
000061276	RMTRF0000029	12/30/2009	$7,500.44	$7,500.44	$0.00		$7,500.44
000055864			$7,500.44	$7,500.44	$0.00		$7,500.44

COMMENT

COMMENT

24476

VISUAL INNOVATIONS COMPANY, INC.
8500 SHOAL CREEK BLVD., BLDG. 1
AUSTIN, TEXAS 78757
PHONE (512) 334-1100

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS 75201
32-61-1110

DATE 12/30/2009

AMOUNT $7,500.44

Details on back. Security Features Included.

PAY Seven Thousand Five Hundred Dollars And 44 Cents

TO THE ORDER OF
Hidalgo County
100 N Closner
Edinburg TX 78539

⑈0 24476⑈ ⑆1 1 1 1 ⑆ 4100 ⑈

MP

antenna lit.
0.1100.360.000

overpayment refund Purchasing PO 614243

Video Conf. 93rd Dist Court.

AI-20526 **20.B.1.**

Approval of Work Authorization No.7 w/ Millennium Engineering Group #C-09-485-01-12

CC REGULAR

Date:	03/30/2010
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.7 with Millennium Engineers Group, Inc.-Contract #C-09-485-01-12 to provide Construction Materials Testing Service for the South Tower Estates project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-006-0-731

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

BUDGETARY IMPACT:

Funding available in the amount of $451,022.43 as of 03/24/2010.

Attachments

Link: WA #7-South Tower Estates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2010 02:25 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2010 03:21 PM	APRV
3	Roland Garcia	Rolando Garcia	03/25/2010 09:00 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/24/2010 12:48 PM

Final Approval Date: 03/26/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , 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 the **South Tower Estates** project.

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 **$ 30,510.00.**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:
Account No. 0-1202-431-00-122-006-0-731
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.

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 _____,** Commissioner Hector Palacios as to content and detail of this **Work Authorization No.7**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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:

_____

By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____

By: Rene Ramirez
County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

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" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.
(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
3/26/2010	01-10-126

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
South Tower Estates

Description	Qty	Cost	Total
Atterberg Limits	10	59.00	590.00
Gradation (Dry)	10	45.00	450.00
TxDOT Proctor	5	185.00	925.00
Field Density (Soils)	110	20.00	2,200.00
Wet Ball Mill	5	160.00	800.00
Asphalt Cores	23	55.00	1,265.00
Extraction, Grad. and % Asphalt	5	225.00	1,125.00
Air Content (Pressure)	15	20.00	300.00
Concrete Specimen (Compression)	60	16.00	960.00
Vehicle Trip Charge	101	35.00	3,535.00
Engr. Technician	170	40.00	6,800.00
Engr. Technician (Concrete)	75	43.00	3,225.00
Engr. Technician (Asphalt)	45	43.00	1,935.00
Principal Engineer	10	125.00	1,250.00
Test Report	55	30.00	1,650.00
Clerical/Administrative	55	40.00	2,200.00
Project Management & Coordination	20	65.00	1,300.00

Total $30,510.00

AI-20562 **20.C.1.**

Pct # 3 Old Administative Office & Shop Complex- Surveying Services

CC REGULAR

Date:	03/30/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Surveying 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 Surveying Services required for the sale or exchange of Precinct #3's former/old Administrative Offices and Shop Complex;

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 Surveying Services required for the sale or exchange of Precinct No. 3's sale or exchange of the former/old Administrative Offices and Shop Complex Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-004-0-339

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

BUDGETARY IMPACT:

Available funds as of 3/26/10 is $2,000.00. Additional funding will be determined once contract is awarded and executed.

Attachments

Link: Email Pct 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/26/2010 01:03 PM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 01:06 PM	APRV
3	Perla Lopez	Perla Lopez	03/26/2010 02:23 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nielda Cavazos

Started On: 03/25/2010 02:27 PM

Final Approval Date: 03/26/2010

From: Norma Ceballos
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Pct #3 Old Administration Bldg. - Surveying Services
Date: Thursday, March 25, 2010 1:46:22 PM

Nielda,
Please forward the SOQs for the following firms: R. Gutierrez Engineering, R.E. Garcia & Associates and Quintanilla, Headley & Associates from the surveyor pool.

Norma G. Ceballos
Hidalgo County Precinct #3
Office of Commissioner Joe M. Flores
724 N. Breyfogle Rd.
Mission, Texas 78574
(956)585-4509

AI-20459 **20.D.1.**

Appraisal services for the North "I" Road Phase II Project

CC REGULAR

Date:	03/30/2010
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/Appraisal 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 Appraisal Services required for: North "I" Road-Phase II Project in Pct. #4;

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with the No.1 ranked firm of _____ for the provision of Appraisal Services for the North "I" Road-Phase II Project in Pct. #4;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Department is trying to locate funding; funding source(s) will be identified prior to approval of contract(s).

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/26/2010 09:57 AM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 10:04 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/26/2010 02:03 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nielda Cavazos Started On: 03/18/2010 03:41 PM

HIDALGO COUNTY PRECINCT NO 4
FOR

Appraisal Services
North "I" Road Phase II Project

Scoring & Evaluation GRID

Appraisal Services

Total Scores	Professional Appraisal Services	HLH Appraisal Services	Adelaido Gonzales DBA Southmost Appraisal
Grader 1	95	98	80
Average	95	98	80
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

AI-20538 **20.D.2.**

Pct 4-Prof. Eng Svcs Agreement-Quintanilla, Headley & Associates Inc & WA #1, 2 & 3 for J E Saenz & Associates, Inc - C-10-072-03-23

CC REGULAR

Date:	03/30/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting approval of a professional services agreement with QUINTANILLA, HEADLEY AND ASSOCIATES, INC. for the purposes of professional engineering services for: “PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS” (on an as needed basis) within Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization #1 ($ 66,112.25) (Amigo Park Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services to the “Paved and Un-Paved Road Construction Projects” (on an as needed basis) located within Hidalgo County Precinct No. 4, in connection with Contract No. C-10-072-03-23;

c. Requesting approval of Work Authorization #2 ($ 20,000.00) (Murillo II Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the “Paved and Un-Paved Road Construction Projects” (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23;

d. Requesting approval of Work Authorization #3 ($ 3,500.00) (Chapa Road) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the “Paved and Un-Paved Road Construction Projects” (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23.

BACKGROUND

WA#s 1, 2 & 3 - J E Saenz & Associates Inc - C-10-072-03-23

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1204-431-00-124-007-0-711/731

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

BUDGETARY IMPACT:

Object code 711 funding available as of 3-26-10 $ 57,100.00 , plus $6,000 pending approval of AI#20482 CC 3/30/10.
Object code 731 funding available as of 3-26-10 $108,316.62

Attachments

Link: Contract Document-Quintanilla Headley & Associates Inc-C-10-072A-03-30

Link: WA#1-Amigo Park Subdivision-J E Saenz & Assoc

Link: WA #2-Murillo II Subdivision-J E Saenz & Assoc

Link: WA#3-Chapa Road-J E Saenz & Assoc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/25/2010 03:06 PM	APRV
2	Budget & Management	Erika Zamora	03/25/2010 03:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/26/2010 02:22 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Letty Saenz Started On: 03/24/2010 02:42 PM

Final Approval Date: 03/26/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-072A-03-30

THIS AGREEMENT is 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** desires to contract with the **Engineer** to provide professional engineering services for "**Paved and Un-Paved Road Construction Projects" (on an as needed basis)** for **Hidalgo County Precinct Number 4** hereinafter referred to as the**("Project)**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreementexchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year**; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer**

to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. 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 **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the**Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the**Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amountis settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the**Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** 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 **Engineer'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 **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this

Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer, the Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the

Engineer during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the**Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

Owner and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached

hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental ageement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary

to request the **Engineer** to make changes to work previously approved by the**Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reducethe construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. **If the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the**Engineer.**

ARTICLE 11. Ownership and Release of Documents

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will

revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Egineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The**Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Sub-Contracting and Assignment. The **Engineer** shall not assign, subcontract or

transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to

the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement,

or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this

Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as

set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in

document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees**

has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars **$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of**$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the**Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the**Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the**Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**Quintanilla, Headley & Associates, Inc.**
100 E. Cano, 2nd, Floor	**124 East Stubbs Street**
Edinburg, Texas 78539	**Edinburg, Texas 78539**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the**Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the**Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the**Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization forwhich he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2010.**

ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY:_____
Alfonso Quintanilla, P.E., R.P.L.S.

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2010.

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

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Engineering Services"
RFQ NO: 2009-028-01-14-MSS

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 10 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 1 page.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

12/29/08
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)

RFQ NO: 2009-028-01-14-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2009-028-01-14-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

ENGINEERING SERVICES-HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ NO: 2009-028-01-14-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Engineering Services-Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2009-028-01-14-MSS-ENGINEEING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 14, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2009-028-01-14-MSS--ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 7, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

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

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Engineering Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 14, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. 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.

18. 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-028-01-14-MSS

January 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address;
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they

possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-028-01-14-MSS

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

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

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATU- ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2009.

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ 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

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by. and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. *Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on* the "Business name" line.

Limited liability company (LLC). *If you are a single-member LLC (including a foreign LLC with a domestic owner) that is* disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on *required Federal tax documents* on the "Name" line. This *name should match the name shown on the charter or other* legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not *exempt from backup withholding. Corporations are exempt* from backup withholding for certain payments, such as *interest and dividends.*

Note. *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous* backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's *EIN*.

Note. See the chart on page 4 for further clarification of *name and TIN combinations*.

How to get a TIN. If you do not have a TIN, apply for one *immediately*. To apply for an SSN, get Form SS-5, *Application for a Social Security Card*, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write *"Applied For"* in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	*Give name and SSN of:*
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	***Give name and EIN of:***
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' 'D COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

PURCHASING DEPARTMENT
County Of Hidalgo

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-028-01-14-MSS
"ENGINEERING SERVICES"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"ENGINEERING SERVICES".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for **"ENGINEERING SERVICES"-HIDALGO COUNTY.**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____ _____
Firm Name

MLS/mss
Enclosures

ADDENDUM NO. 1

JANUARY 07, 2009

HIDALGO COUNTY
"ENGINEERING SERVICES"

RFQ NO. 2009-028-01-14-MSS

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-028-01-14-MSS

1. Statement of Qualifications Opening date has been **extended** to new date of Wednesday, **January 28, 2009**, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by e-mail at: moises.salazar@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-028-01-14-MSS-HIDALGO COUNTY "ENGINEERING SERVICES."

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALIFICATIONS.**

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "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.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

EXHIBIT "B"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering Contract

Scope of services to be provided by the Engineer

1. Topography to establish centerlines, right of ways, locates all structures within the existing right of ways.

2. If required by Work Authorization, prepare plans and specifications (Design, Grading, Drainage) including Contract Documents and Advertisement.

3. Prepare cut sheets for grading of roads.

4. If required by Work Authorization, field Inspection for quality control.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering Contract

Engineer's Hourly Rates

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

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 engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** 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 **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 **$** _____. 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____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 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.

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 #4,** Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, Commissioner

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:
(Firms Name)

_____
By: (Name of Engineer)

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
By: 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

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

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 _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2009** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

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:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2010

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AE818055	09/19/2009	09/19/2010	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurance)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
		[ ]				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROOF OF COVERAGE FOR BID

CERTIFICATE HOLDER

HIDALGO COUNTY
EDINBURG TX 78541-

CANCELLATION

AI 102756

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2010

PRODUCER
STATE FARM/ JUAN CAZARES
1408 S CLOSNER, EDINBURG TX 78539

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds 43419	43419
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
QUINTANILLA HEADLEY & ASSOCIATES INC
124 E STUBBS ST
EDINBURG TX 78539

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
		GENERAL LIABILITY	90-83-2329-1L	03/30/2010	03/30/2011	EACH OCCURRENCE	$	1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$	5,000
						PERSONAL & ADV INJURY	$	
						GENERAL AGGREGATE	$	2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	$	
		POLICY PRO-JECT LOC					$	
		AUTOMOBILE LIABILITY	862 4207-F22-53A	12/22/2008	06/22/2010	COMBINED SINGLE LIMIT (Ea accident)	$	
		ANY AUTO	873 1523-F13-53A	12/13/2009	06/13/2010			
		ALL OWNED AUTOS	862 4203-F29-53A	12/29/2009	06/29/2010	BODILY INJURY (Per person)	$	500,000
		X SCHEDULED AUTOS	0085405-B01-53E	02/01/2010	06/01/2010			
		HIRED AUTOS	014 9530-F14-53C	12/14/2008	06/14/2010	BODILY INJURY (Per accident)	$	500,000
		NON-OWNED AUTOS	0182598-B01-53C	02/01/2010	06/01/2010			
			025 5609-D02-53E	10/02/2009	04/02/2010	PROPERTY DAMAGE (Per accident)	$	500,000
			0301531-F28-53H	12/28/2009	06/28/2010			
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$	
						AGG	$	
		EXCESS / UMBRELLA LIABILITY	90-EJ-3010-1 F	03/26/2009	03/26/2010	EACH OCCURRENCE	$	1,000,000
		OCCUR CLAIMS MADE				AGGREGATE	$	
							$	
		DEDUCTIBLE					$	
		RETENTION $					$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-4N-5307-0	10/11/2009	10/11/2010	WC STATU-TORY LIMITS / OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y / N Y			E.L. EACH ACCIDENT	$	500,000
						E.L. DISEASE - EA EMPLOYEE	$	500,000
						E.L. DISEASE - POLICY LIMIT	$	500,000
		OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ENGINEERING SURVEYOR

CERTIFICATE HOLDER

HIDALGO COUNTY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-10-072-03-23
Work Authorization Form

WORK AUTHORIZATION NO. 1

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, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Amigo Park Subdivision East of North I Road.

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 **$66,112.25.** The breakdown of the total amount is $39,000.00 for right of way acquisition and $27,112.25 for engineering services. 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 6.1 of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No. 0724-431-00-124-007-0-711/731
Account No. C-10-072-03-23
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 _____.

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. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4 :

BY: O. L. Garza 9/7/2010

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:
J.E. SAENZ & ASSOCIATES, INC.

By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

By: Rene Ramirez, County Judge

ATTEST:

by: 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" - Estimated Cost Proposal

Hidalgo County Precinct #4
Amigo Park Subdivision

March 2010

Eng 10.005



MAR 23 2010

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

March 22, 2010

Commissioner Oscar L. Garza, Jr.
County of Hidalgo, Precinct 4
P.O. Box 1356
Edinburg, Texas 78540

Re: Amigo Park Subdivision
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on this subdivision has led us to the understanding that there are approximately 78 parcels for right-of-way acquisition. Based on this information the following are our basic fees for right-of-way acquisition and engineering services $39,000.00 and $27,112.25 respectively for the parcels and design portion of Amigo Park Subdivision.

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #4. We will be conducting services for the 28 parcels as follows:

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

We will then proceed with construction plans for the proposed sewer services within the subdivision. The plans will be created for the proposed construction profile, meeting all criteria requirements set forth by the County. We will be performing services for the new sewer as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
Principal

JES/fq

F:\JESAENZ\ENGPROJS\ENG2010\ENG 10.005 Amigo Park\Misc\Amigo Subdivision RRCT 4 proposal letter.doc

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EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

AMIGO PARK SUBDIVISION

Scope of Services

1. The following provides an outline of the srvices to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. 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.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

   Public Meetings
   a. Approve agenda and all exhibits prior to public meeting.
   b. Approve date and location of the meeting.
   c. Review/approve Public Meeting Report

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(956) 383-3736 FAX
info@jesaenz.com

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

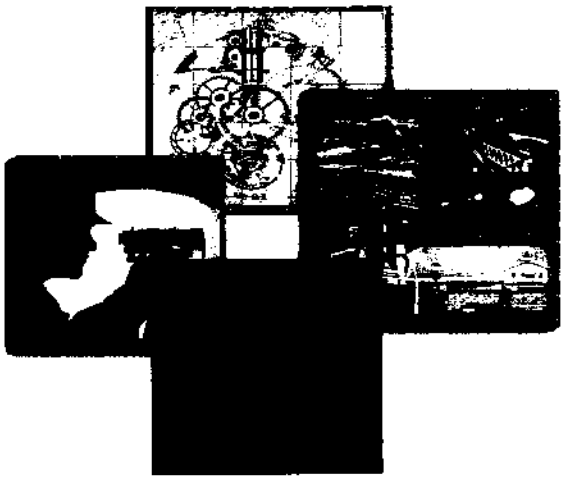


EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

AMIGO PARK SUBDIVISION

Scope of Services

This project is consists of obtaining al necessary documentations and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #4 as well as construction plans for the subdivision.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
    a. Property Owner Investigation
    b. Title Research
    c. Boundary Survey
    d. Property Map
    e. Right-of-Way Map
    f. Aerial Map
    g. Metes and Boundary Description
    h. Set 28 Parcel Lot Corners

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide monthly site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #4.

F:\JESAENZ\ENGPROJS\ENG2010\ENG 10.005 Amigo Park\Misc\Amigo Subd Engineers Scope of Services.doc

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(956) 383-3736 FAX
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EXHIBIT "C"

Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 Amigo Park

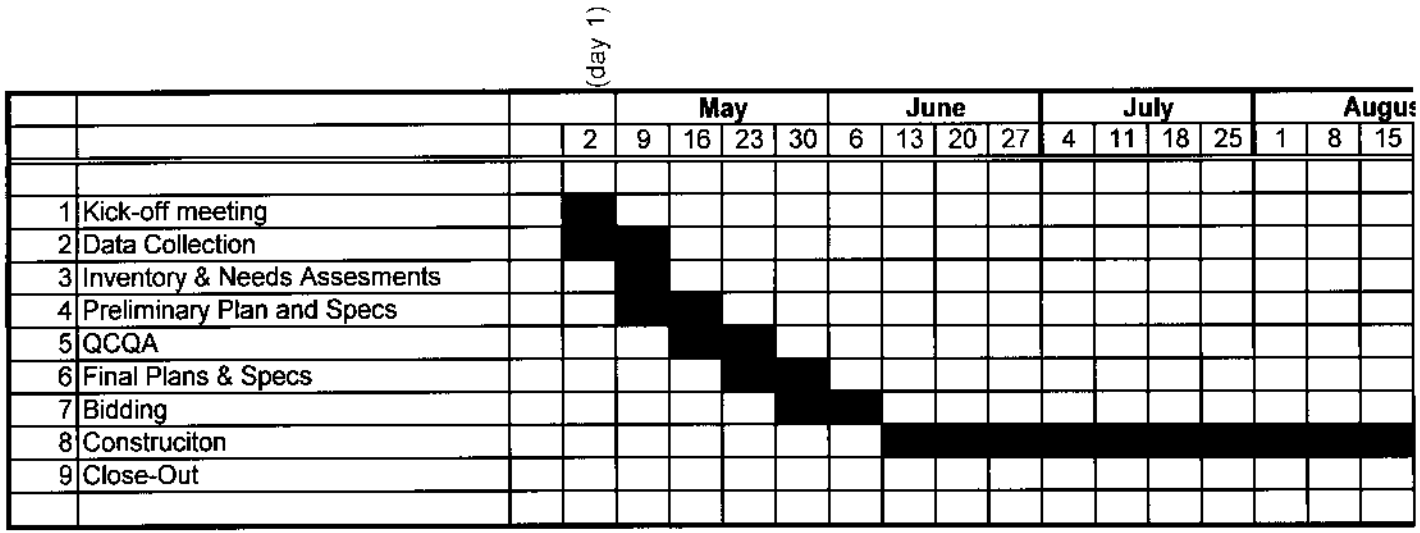




EXHIBIT "D"

Estimated Cost Proposal

Project Name: Amigo Park

Project Number: Eng. 10.005

STATEMENT OF PROBABLE COST

SEWER IMPROVEMENTS

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1	LS	$8,000.00	$8,000.00
2	8" SANITARY SEWER PIPE, SDR 26	5100	LF	$12.00	$61,200.00
3	4' DIAMETER FIBERGLASS MANHOLE	15	EA	$2,500.00	$37,500.00
4	4" SANITARY SEWER SERVICE (SHORT)	65	EA	$500.00	$32,500.00
5	16" STEEL CASING	185	LF	$120.00	$22,200.00
6	TRENCH SAFETY PROTECTION	5100	LF	$1.00	$5,100.00
7	15" RCP STORM DRAIN, CL III	500	LF	$60.00	$30,000.00
8	4% LIME TREATMENT FOR BASE COURSE (DRIVEWAYS)	1,250	S.Y.	$7.50	$9,375.00
9	DRIVEWAYS (CONCRETE PAV)	50	SY	$20.00	$1,000.00
10	DRIVEWAYS (ASPH CONC PAV)(PB-1)	1200	S.Y.	$7.50	$9,000.00
11	DRAIN SWALE RESTORATION	5100	LF	$6.00	$30,600.00
				SUB TOTAL:	**$246,475.00**

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER		$246,475.00
2) 10 % CONTINGENCY		$ 24,647.50
	SUBTOTAL:	$ 271,122.50
3) ROW MAPPING ($500/parcel)(78 parcels)		$ 39,000.00
4) ENGINEERING		$ 27,112.25
5) GEOTECHNICAL MATERIAL TESTING		$ 2,500.00
		$ 68,612.25

TOTAL: $ 339,734.75

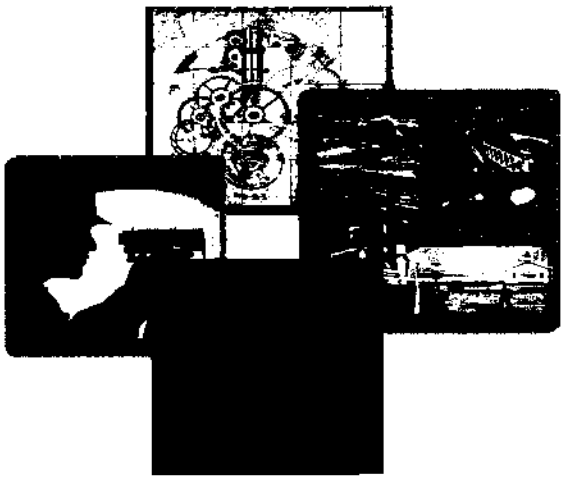


EXHIBIT "E"

Work Authorization

County of Hidalgo Pct. #4

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

MEMO

DATE: MARCH 23, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
"Amigo Park Sub., East of North I Rd."
C-10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$66,112.25** FOR **J.E. SAENZ & ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING ACCOUNTS:
0-1204-431-00-124-007-0-711 / 731 $39,000.00 and $27,112.25

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-10-072-03-23
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, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Right-of-Way Mapping and Staking Services for Murillo II Subdivision.

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 **$20,000.00.** 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 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. 0-1204-431-00-124-007-0-711
Account No. C-10-072-03-23
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 _____.

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. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. #2

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: O. L. Garza, Jr.

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:
J.E. SAENZ & ASSOCIATES, INC.

By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

By: Rene Ramirez, County Judge

ATTEST:

by: 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" - Estimated Cost Proposal

Hidalgo County Precinct #4
Murillo II Subdivision

March 2010

Eng 10.005

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

March 22, 2010

Commissioner Oscar L. Garza, Jr.
County of Hidalgo, Precinct 4
P.O. Box 1356
Edinburg, Texas 78540

Re: Murillo II Subdivision
Right-of-Way Acquisition and Staking Proposal

Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Right-of-Way Mapping and Staking in relation to the above mentioned project. Our site visits and preliminary research on this subdivision has led us to the understanding that there are approximately 20 parcels for right-of-way acquisition. Based on this information our basic fee for right-of-way acquisition and staking services is $20,000.00.

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #4. We will be conducting services for the parcels as follows:

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners
- R.O.W. and Roadway Staking

Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
Principal

F:\JESAENZ\ENGPROJS\ENG2010\Murillo II Subdivision\Misc. Docs\Murillo II Subdivision PRCT 4 Proposal letter.doc

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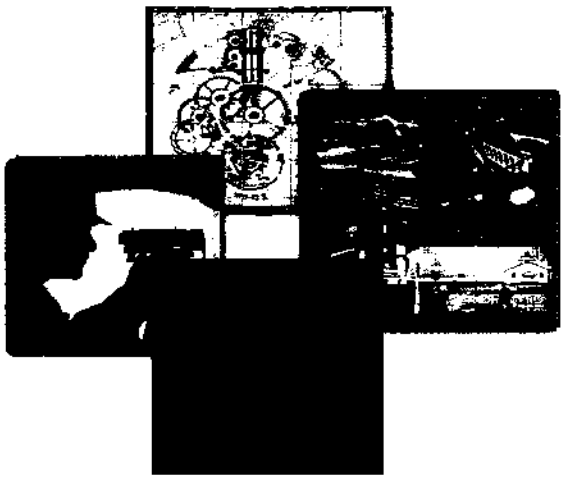


EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No. 1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

Murillo II Subdivision

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. 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.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

   Public Meetings
   a. Approve agenda and all exhibits prior to public meeting.
   b. Approve date and location of the meeting.
   c. Review/approve Public Meeting Report

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10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

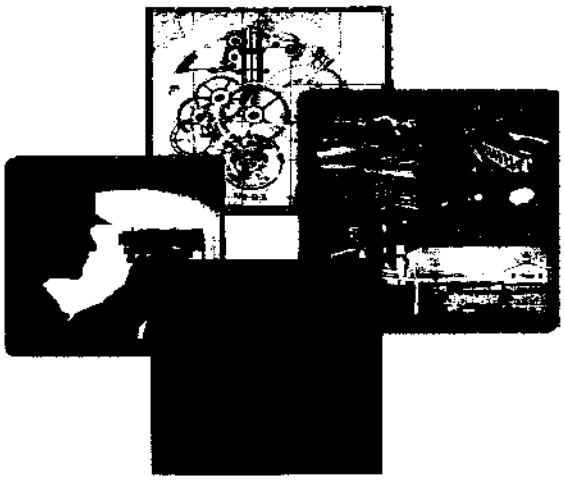


EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

Murillo II Subdivision

Scope of Services

This project consists of obtaining all necessary documentations and survey information for Hidalgo County Precinct #4.

The following is the work to be done for this project:

Hidalgo County Right-of-Way Department

a. Property Owner Investigation
b. Property Map
c. Right-of-Way Map
d. Aerial map
e. Metes and Boundary Description
f. Set all Parcel Lot Corners
g. Re-staking Proposed Right-of-Way

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #4.

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EXHIBIT "C"

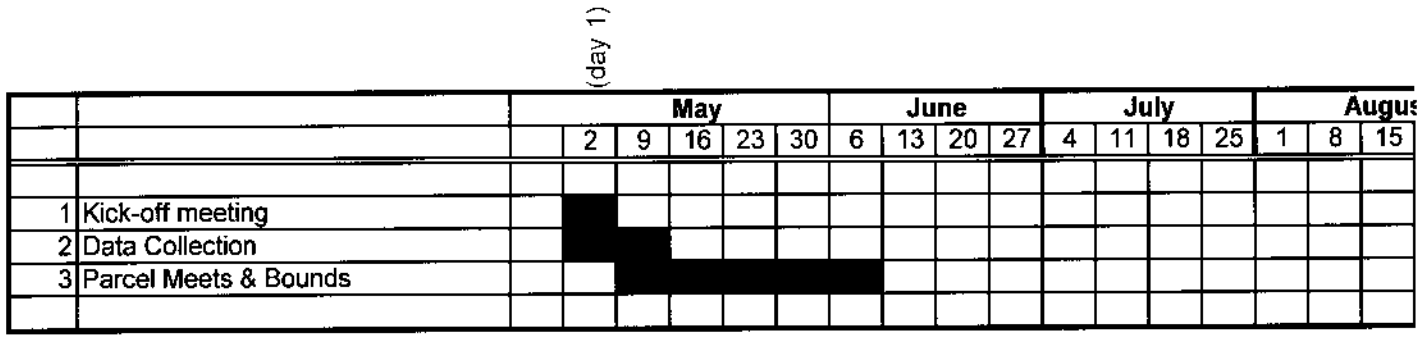
Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 Murillo II Subdivision



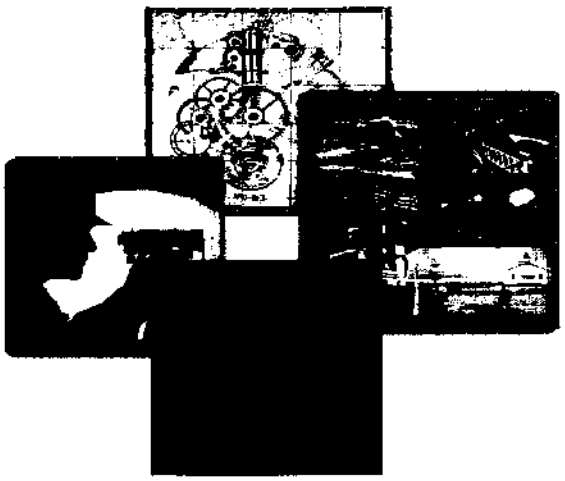


EXHIBIT "D"

Estimated Cost Proposal

J.E. Saenz & Associates, Inc.

2/22/2010

Project Name: Murillo II Subdivision

Project Number: Eng. 10.005

STATEMENT OF PROBABLE COST

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	ROW MAPPING (78 Parcels)	1	LS	$20,000.00	$20,000.00
				SUB TOTAL:	**$20,000.00**

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) ROW MAPPING SERVICES $20,000.00

TOTAL:	**$**	**20,000.00**

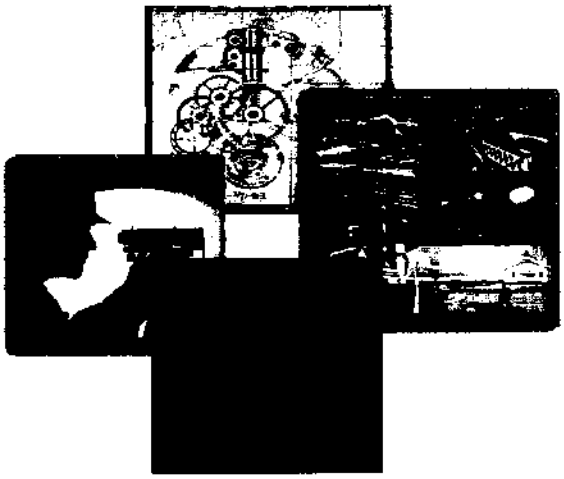


EXHIBIT "E"

Work Authorization

County of Hidalgo Pct. #4

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

MEMO

DATE: MARCH 23, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2
"MURILLO II SUBDIVISION"
C-10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#2** IN THE AMOUNT OF **$20,000.00** FOR **J.E. SAENZ & ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT No.:
0-1204-431-00-124-007-0-711.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-10-072-03-23
Work Authorization Form

WORK AUTHORIZATION NO. 3

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, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Right-of-Way Acquisition and Re-staking Proposed Right-of-Way for Chapa Road.

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 **$3,500.** 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 6.1 of the Agreement.

PART 4. FUNDING
This Work Authorization No.3 shall be funded through funding source:
Account No. 0-1304-431-00-124-007-0-711
Account No. C-10-072-03-23
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 _____.

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. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. #3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: O L. Garza, Jr.

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:
J.E. SAENZ & ASSOCIATES, INC.

By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

By: Rene Ramirez, County Judge

ATTEST:

by: 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" - Estimated Cost Proposal



EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

Chapa Road Improvements

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. 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.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

   Public Meetings
   a. Approve agenda and all exhibits prior to public meeting.
   b. Approve date and location of the meeting.
   c. Review/approve Public Meeting Report

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10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.



EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

Chapa Road Improvements

Scope of Services

This project consists of obtaining all necessary documentations and survey information for Hidalgo County Precinct #4.

The following is the work to be done for this project:

Hidalgo County Right-of-Way Department

a. Property Owner Investigation
b. Property Map
c. Right-of-Way Map
d. Aerial map
e. Metes and Boundary Description
f. Set all Parcel Lot Corners
g. Re-staking Proposed Right-of-Way

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #4.

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EXHIBIT "C"

Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 CHAPA ROAD Improvements

(day 1)

				MARCH				APRIL				MAY					JUNE			
				7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
1	SURVEYING																			



EXHIBIT "D"

Estimated Cost Proposal

J.E. Saenz & Associates, Inc.

02/11/2010

Project Name: Chapa Road

Project Number: ENG. 10.007

STATEMENT OF PROBABLE COST

Surveying & Staking

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	Re-Staking of ROW	1	LS	$3,500.00	$3,500.00
				SUB TOTAL:	**$3,500.00**

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) SURVEYING SERVICES $3,500.00

TOTAL: $ 3,500.00

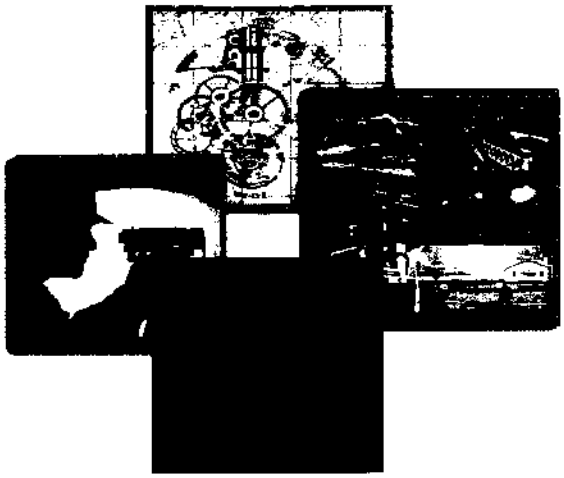


EXHIBIT "E"

Work Authorization

County of Hidalgo Pct. #4

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

MEMO

DATE: MARCH 23, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #3
"Chapa Rd R-O-W Acquisition"
C-10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#3** IN THE AMOUNT OF **$3,500.00** FOR **J.E. SAENZ & ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT No.:
0-1204-431-00-124-007-0-711.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

AI-20443 **20.E.1.**

Award - DNA Testing Lab Services

CC REGULAR

Date:	03/30/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Presentation of bids received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office - DNA Testing Lab Services" - RFB-2010-069-03-30-MEG

BACKGROUND

Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Available balance as of 3-26-10 $71,179.20
On an "As Needed Basis"

Attachments

Link: Memo of Recommendation

Link: Tabulation Sheet

Link: service contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2010 03:32 PM	APRV
2	Budget & Management	Erika Zamora	03/25/2010 07:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/26/2010 09:17 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Elena Gomez Started On: 03/18/2010 12:30 PM

Final Approval Date: 03/26/2010

MEMORANDUM

TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

RECEIVED
MAR 18 2010
BY 9:58AM

DATE: March 11, 2010

RE: Request Recommendation for RFB 2010-069-03-10-MEG
"DNA TESTING LAB SERVICES"
(2 Sets of Copies were send to your department As Per Your Request)

We have received a three (3) participant the above mentioned project. Enclosed you will find a copy of the Bid tabulation sheet, and a Sealed Bid packet for your review and recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the followingdeadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, March 16, 2010 @ 12:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday March 24, 2010.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 10-1100-421-00-280-001-0-339

Recommendations/Concer ns: We recommend to award to Orchyd Cellmark. Overall Lowest Bidder.

A "Sonny" MARTINEZ — HCSO — 3/17/10
Authorized Signatur e/ Printed Name — Depar tment — Date
Chief Deputy

TABULATION SHEET ***
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"
BID NO: 2010-069-03-10-MEG

Sorenson Forensics, LLC				
DNA Analysis Time within 21-28 Business Days				Y ✔ N
BIOLOGICAL FLUIDS	STR	Y-STR	MINIFILER	MITOCHONDRIAL
Blood	689.00	789.00	789.00	no bid
Semen	689.00	789.00	789.00	no bid
Hair	689.00	789.00	789.00	no bid
Cellular Materials	689.00	789.00	789.00	no bid
Bone	969.00	1,069.00	1,069.00	no bid
Teeth	969.00	1,069.00	1,069.00	no bid
Muscular Tissue	689.00	789.00	789.00	no bid
Paternity Testing	393.00	493.00	493.00	no bid
Sexual Assault Testing	689.00	789.00	789.00	no bid
DNA profile from known source to unknown source	589.00	689.00	689.00	no bid
TOTAL				
OVERALL				

Chromosomal Laboratories, Inc.			
DNA Analysis Time within 21-28 Business Days			Y ✔ N
STR	Y-STR	MINIFILER	MITOCHONDRIAL
800.00	850.00	900.00	1000.00
800.00	850.00	900.00	1000.00
800.00	850.00	900.00	1000.00
800.00	850.00	900.00	1000.00
1200.00	1250.00	1300.00	1600.00
1200.00	1250.00	1300.00	1600.00
850.00	1250.00	1000.00	1000.00
400.00	425.00	450.00	1000.00
500.00 ea	550.00 ea	550.00	1000.00
400.00	450.00	450.00	1000.00
7750.00	8575.00	8650	11,200.00
$ 36,175.00			

Orchid Cellmark, Inc.			
DNA Analysis Time within 21-28 Business Days			Y ✔(1) N
STR	Y-STR	MINIFILER	MITOCHONDRIAL
500.00	750.00	750.00	1600.00
625.00	750.00	350.00	100.00
500.00	100.00	750.00	1600.00
500.00	750.00	750.00	1600.00
900.00	100.00	1150.00	2000.00
900.00	100.00	1150.00	1600.00
500.00	100.00	1150.00	1600.00
350.00	100.00	100.00	100.00
625.00	750.00	350.00	100.00
400.00	750.00	750.00	1000.00
5800.00	4250.00	7250.00	11,300.00
$ 28, 600.00			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-069-03-30

THIS CONTRACT is made and entered into this **30th** day of **March, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **ORCHID CELLMARK INC.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"DNA Testing Lab Services" (on an as needed basis)** (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 **March 30, 2010** and expiring on **March 29, 2012** 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:	Orchid Cellmark Inc. Attn: William Thomas, Vice President/General Counsel 13988 Diplomat Drive, Suite 100 Farmers Branch, Texas 75234

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

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

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ORCHID CELLMARK INC.

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
Request for Bids **"DNA Testing Lab Services"**
Bid No: 2010-069-03-10-MEG

1. **Request for Bid Letter consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8___ pages.**
   (Page 8 must be submitted with bid packet)
3. **Exhibit "A" Specifications consisting of___4___pages.**
4. **Exhibit "B" Bid Page consisting of__2___pages.**
   Must be submitted with bid packet
5. **Exhibit "C" Insurance Requirements consisting of ___4___ pages.**
   Must be submitted with bid packet
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of ___1___page.**
   (Copy of receipt and this form must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of___6___pages.**
   Must be submitted with bid packet
8. **Certification Regarding Debarment ___1___ page.**
   Must be submitted with bid packet
9. **Draft Requirements Agreement consisting of ___8___ pages.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 22, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

February 22, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids **"DNA Testing Lab Services"**
Bid No: 2010-069-03-10-MEG

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

Request for Bids **"DNA Testing Lab Services"**

Bid No: 2010-069-03-10-MEG

BID OPENING DATE:

March 10, 2010

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 SHERIFF'S OFFICE "DNA Testing Lab Services"** 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-2010-069-03-10-MEG- HIDALGO COUNTY SHERIFF'S OFFICE –"DNA Testing Lab Services"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY, MARCH 10, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-069-03-10-MEG-HIDALGO COUNTY SHERIFF'S OFFICE–"DNA Testing Lab Services".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE –"DNA Testing Lab Services"** 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 Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**March 10, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods

and services provided by successful bidder.

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 SHERIFF'S OFFICE
"DNA Testing Lab Services"
BID NO.: 2010-069-03-10-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 submit this form with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

SCOPE

Hidalgo County is seeking qualified companies to submit bids to the County of Hidalgo Texas, to establish contract for the purpose of performing **"DNA TESTING LAB SERVICES"** for Hidalgo County Sheriff's Office, Services on an **"As Needed Basis"**.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

Vendor's Minimum Qualification

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit a Statement of Qualifications (SOQ). DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue, etc).

1 Vendor must have a DNA Testing Laboratory that is accredited by the American Society of Crime Laboratory Director's-Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.

2 Vendor must have a DNA Testing Laboratory that complies with the standard for quality assurance program for DNA analysis, issued by Forensic Quality Services International (FQS-I). This must be demonstrated by the submission of its most recent external audit documentation.

3 Vendor must have accreditation by the Director of the Texas Department of Public Safety (DPS). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.

4 Vendor must have at least a three (3) year history of successful past performance in forensic criminal DNA testing in a DNA Testing Laboratory. Vendor must provide documented experience with mixed stain casework analysis and batch casework.

5 Vendor's DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.

6 Vendor must have a DNA Testing Laboratory that can conduct DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue).

7 Vendor must have a DNA Testing Laboratory that can conduct Paternity Testing and Sexual Assault Testing.

8 Vendor must have a DNA Testing Laboratory that can conduct a comparison of DNA profile from a known source to DNA profile from an unknown source.

9 Vendor shall provide Expert Witness Testimony and Consultations of DNA testing on casework.

10 Vendor must have three (3) references, each reference from a different law enforcement agencies or government crime laboratories that can attest to the criteria stated.

a). Company
b). Contact Person

c). Phone Number
d). Worked Preformed
e). Contract Term

11 Vendor must provide a turn around time, complete DNA analysis, within 21-28 business days.

12 Vendor must have a representative within the State of Texas to maintain a chain of custody.

TERMS & CONDITION:

1. Term of contract is for two (2) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. 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. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8 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.

9 Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13. 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.

14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

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

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

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

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to

demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

Additional Information:
All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, MARCH 03, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN FRIDAY MARCH 05, 2010 AT 5:00 P.M. .

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-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. (All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

DNA Analysis Time within 21-28 Business Days			Y___ N___	
TYPE OF TEST				
BIOLOGICAL FLUIDS	STR	Y-STR	MINIFILER	MITOCHONDRIAL analysis time within 60 days
Blood				
Semen				
Hair				
Cellular Materials				
Bone				
Teeth				
Muscular Tissue				
Paternity Testing				
Sexual Assault Testing				
DNA profile from known source to unknown source				

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

1. References information
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

2. References information
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

3. References information
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

4. References information (Optional)
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELLULAR & BEEPER NO.'S:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL: _____

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC AUTO ONLY: AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"

RFB: 2010-069-03-10-MEG

(Must Be Filled Annually at County Clerk's Office)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"

RFB: 2010-069-03-10-MEG

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DEBARMENT
HIDALGO COUNTY
SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"

RFB: 2010-069-03-10-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-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. (All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

DNA Analysis Time within 21-28 Business Days			Y X[1] N	
TYPE OF TEST				
BIOLOGICAL FLUIDS	**STR**	**Y-STR**	**MINIFILER**	**MITOCHONDRIAL** Analysis time within 60 days
Blood	$500	$750	$750	$1,600
Semen	$625	$750	$350	$100
Hair	$500	$100	$750	$1,600
Cellular Materials	$500	$750	$750	$1,600
Bone	$900	$100	$1,150	$2,000
Teeth	$900	$100	$1,150	$1,600
Muscular Tissue	$500	$100	$1,150	$1,600
Paternity Testing	$350	$100	$100	$100
Sexual Assault Testing[2]	$625	$750	$350	$100
DNA profile from known source to unknown source	$400	$750	$750	$1,000

(1) Testing for STR, Y-STR and MiniFiler will be completed within 21-28 business days. Mitochondrial DNA testing will be completed within 60 days.
(2) Cost is per sexual assault kit item; i.e. a kit containing oral, vaginal and anal swabs would count as 3 items
(3) Screening charges: $120/sexual assault kit item; $120 for small items; $240 for large items
(4) Expert testimony: $1,800 per day including expenses

OPENED
10:25am
MAR 10 2010
Witnessed

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

1. Reference Information
Company Name: Los Angeles Police Department
Address: 1800 Paseo Rancho Castilla, LA, CA 90032
Phone No.: (323) 415-8802 Harry Klann
Email Address: G9126@lapd.lacity.org
Work Performed: forensic biology, casework analysis
Contract Term: 2007 - 2010

2. Reference Information
Company Name: Houston Police Department
Address: 1200 Travis, Houston, TX 77002
Phone No.: (713) 308-2636 (Irma Rios)
Email Address: Irma.rios@cityofhouston.net
Work Performed: forensic biology, casework analysis
Contract Term: Aug 2003 thru Nov 2008

3. Reference Information
Company Name: Fort Worth Police Department
Address: 350 W. Belknap St., Fort Worth, TX 76102
Phone No.: (817) 392-4502 (Sundaye Lopez)
Email Address: sundaye.lopez@fortworthgov.org
Work Performed: forensic biology, casework analysis
Contract Term: 2003 to present

4. Reference Information
Company Name: Harris County Medical Examiner's
Address: 1885 Old Spanish Trail, Houston, TX 77054
Phone No.: (713) 796-6931 (Roger Kahn)
Email Address: roger_kahn@itc.co.harris.tx.us
Work Performed: forensic biology, casework analysis
Contract Term: Nov 2006 thru Nov 2010

5. Reference Information
Company Name: Massachusetts State Police
Address: 124 Acton St., Maynard, MA 01754
Phone No.: (978) 451-3404 (Sharon Convery-Walsh)
Email Address: Sharon.covery@state.ma.us
Work Performed: forensic biology, casework analysis
Contract Term: 2002 to present

6. Reference Information
Company Name: Alabama Dept. of Forensic Sciences
Address: 2026 Valleydale Rd., Hoover, AL 35244
Phone No.: (205) 982-9292 (Angelo DellaManna)
Email Address: a.dellamanna@adfs.alabama.gov
Work Performed: forensic biology, casework analysis
Contract Term: 2008 to 2013

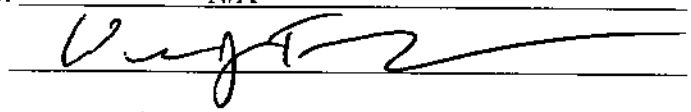
BIDDER/COMPANY NAME: Orchid Cellmark Inc.

ADDRESS: 13988 Diplomat Drive, Suite 100,

CITY/STATE/ZIP CODE: Farmers Branch, TX 75234

PHONE & FAX NO.S: (214) 271-8400 and (214) 271-8322 (fax)

CELLULAR & BEEPER NO.S: N/A

AUTHORIZED SIGNATURE: 

PRINTED NAME: William Thomas

TITLE: Vice President and General Counsel

EMAIL: wthomas@orchid.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2010

PRODUCER
MARSH USA, INC.
44 WHIPPANY ROAD
P.O. BOX 1966
MORRISTOWN, NJ 07962-1966

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

101204-PROP-gawux-09-10

INSURED
ORCHID CELLMARK INC.
4390 US ROUTE ONE
PRINCETON, NJ 08540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Federal Insurance Company	20281
INSURER B Travelers Indemnity Co	25658
INSURER C	
INSURER D	
INSURER E	

COVERAGES 4

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A		**GENERAL LIABILITY**	35837121	11/01/2009	11/01/2010	EACH OCCURRENCE	$	1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$	25,000
						PERSONAL & ADV INJURY	$	
		GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$	2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$	
A		**AUTOMOBILE LIABILITY**	73537110	11/01/2009	11/01/2010	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$	
		ALL OWNED AUTOS						
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$	
		X HIRED AUTOS						
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$	
						AGG	$	
A		**EXCESS / UMBRELLA LIABILITY**	79836698	11/01/2009	11/01/2010	EACH OCCURRENCE	$	10,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$	10,000,000
							$	
		DEDUCTIBLE					$	
		RETENTION $					$	
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	HKUB 7850 M15 1 09	11/01/2009	11/01/2010	X WC STATU-TORY LIMITS OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N				E.L. EACH ACCIDENT	$	1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$	1,000,000
						E.L. DISEASE - POLICY LIMIT	$	1,000,000
A		**OTHER** PROPERTY	35837121	11/01/2009	11/01/2010	LIMIT:		11,889,285
						DEDUCTIBLE:		10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
FOR EVIDENCE PURPOSES ONLY

CERTIFICATE HOLDER NYC-003951730-04

HIDALGO COUNTY
2802 S. BUSINESS HIGHWAY 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 of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

ACORD 25 (2009/01)

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AI-20509 **20.F.1.**

Request for Proposals (RFP) - Restoration and Preservation of Hidalgo County Clerk's Historical Record Books

CC REGULAR

Date:	03/30/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

Requesting authority to advertise a request for proposals with approval of procurement packet (i.e. specifications/requirements, legal notice & draft contract documents) as attached hereto for " Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"-RFP No. 2010-089-04-21-otm

BACKGROUND

Proposed Ad Dates:

1st advertisement - 04/03/10
2nd advertisement - 04/10/10

Bid Opening Date: 04/21/10 @ 9:30 a.m.

Memo from Co. Clerk approving specs/requirements
Exhibit "A" Requirements
Legal Notice
Draft Contract

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-40-180-002-0-341

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

BUDGETARY IMPACT:

Funds in the amount of $132,030.00 available as of 03/25/10.

Attachments

Link: DRAFT CONTRACT
Link: DRAFT REQUIREMENTS
Link: LEGAL NOTICE
Link: MEMO FROM CO CLERKS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/25/2010 09:50 AM	APRV
2	Budget & Management	Erika Zamora	03/25/2010 10:41 AM	APRV
3	Sylvia Solis	Sylvia Solis	03/26/2010 02:13 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Olga Montero

Started On: 03/23/2010 12:54 PM

Final Approval Date: 03/26/2010

DRAFT

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-089-00-00

THIS CONTRACT is made and entered into this _____day of _____ _____, 2010 by and between the **County of Hidalgo, Texas** ("County"), and ____ _____ ("Company").

WHEREAS, Company responded to advertised notices for proposals for "**Restoration and Preservation of Hidalgo County Clerk's Historical Record Books**" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications/Requirements within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the proposal to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Clerk'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/Requirements contained in Exhibit "A" Request for Proposals (RFP) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Clerk** or its 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) year**, commencing on _____ , **2010** and expiring on _____, **2012** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

DRAFT

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.

DRAFT

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: _____
_____
_____
_____

DRAFT

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.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
PrintedName: _____
Title:_____

DRAFT

EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S PROPOSAL

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

DRAFT

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

RFP NO: 2010-089-04-21-otm

HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

"RESTORATION AND PRESERVATION OF
HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"
RFP NO: 2010-089-04-21-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of the said services as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, April 21, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-089-04-21-OTM

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, April 14, 2010, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, April 16, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: **The initial term of the contract shall be for Two (2)Years, with the County's option for additional One (1)Year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services in *Exhibit "A".***

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES AND REQUIREMENTS

The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "**Restoration and Preservation of Hidalgo County Clerk's Historical Record Books**".

Services include, but are not limited to the removal and treating of existing documents in each book, removal of debris and tape, de-acidification and restoration of original document, encapsulation of each document, fabrication of binding and design to County specifications and assembly of new books.

1. The Hidalgo County Clerk is very concerned about his historical record books; therefore the bidder's facility cannot be located in a flood zone region. Additionally, the Bidder is required to store the records in a secure, fireproof, environmentally controlled area.

2. Although the Hidalgo County Clerk has over 7000 books, we have identified 450 books that require immediate preservation. The final number of books to be preserved will be based on the cost per book as well as budget constraints.

3. All bidders are required to explain in detail where Hidalgo County Clerk's historical record books will be stored while the restoration/preservation work is being done at the bidder's facility.

4. The Hidalgo County Clerk and/or his representatives can make unannounced visits to the Bidders facilities to examine and view the restoration/preservation work being done on the Hidalgo County Clerk's historical record books between the working hours of 8:00 AM and 5:00 PM, Monday through Friday.

5. Hidalgo County requires that the bidder be located in the United States and will not accept records preservation to be conducted offshore. If possible, the county prefers for the provider to be located in the State of Texas to facilitate quality assurance visits.

6. The Hidalgo County Clerk prefers that none of the restoration/preservation and bindery work be subcontracted to another company. If any work is to be subcontracted by the Bidder, then the Bidder must identify and explain the relationship of the contractor.

7. The Bidder must make a complete inventory and description of every page in every book for the Hidalgo County Clerk, and if there is a missing page the Bidder is to immediately let the Hidalgo County Clerk know verbally and in writing.

8. If the Hidalgo County Clerk needs a copy of a page when the record book/page is in the Bidders facilities, Bidder will fax or e-mail the page to the Hidalgo County Clerk within one (1) hour from the time of request during the 8:00 AM to 5:00 PM work day.

9. Pick and up and delivery of the Hidalgo County Clerk's record books is very important. Bidders are required to describe their method of pickup and delivery of the record books.

10. All bidders must explain in detail the type of binders and materials used. A sample binder must be included with each bidder response.

11. Bidders must provide a minimum of 10 references of restoration and preservation work provided to government organizations. (Any testimonials are welcome).

12. Bidders must provide a timeline/workflow chart of the process from start to finish of each batch of books that are processed for restoration and preservation.

13. After extensive quality control inspection, finished books are to be returned to the Hidalgo County Clerk.

14. In order for the bidder to make an accurate assessment of the condition of each book, we recommend that the bidder visit the Hidalgo County Clerk's Office to examine the books to be restored. Bidder may coordinate a walk-through with the Records Management Department prior to submitting a bid. Contact person(s) are: Armando Perez, Records Manager @ (956) 318-2100 Ext. 6107 or email: armando.perez@co.hidalgo.tx.us and Noe Lopez, Jr., Office Manager @ (956) 292-7690 or email: noe.lopez@hidalgocountyclerk.us

15. The Hidalgo County Clerk will determine when he is satisfied that all the books to be restored and preserved have been completed.

16. All Bidders must provide a written guarantee on all services and materials that are provided and/or performed in the scope of the work concerning this bid.

COST

1. Bidder will provide a fee schedule based on per book and level of restoration to be done. Restoration cost should be identified and categorized into different levels.

2. Bidder will be responsible for any additional cost incurred or not anticipated in the initial bid submitted.

3. Regardless of the duration of the project, the bidder will not increase cost for services, due to product or material cost changes.

4. The Bidder will be responsible for all freight and shipping charges to include the actual pickup and return of all Hidalgo County Clerk property.

COURSE OF TREATMENT

1. All volumes to be dismantled as necessary ensuring the integrity of the documents.

2. All pressure sensitive and harmful tapes and adhesives are to be removed where possible using the most appropriate techniques and/or solvents, without further degradation to the document or text.

3. All loose soil and surface dirt to be removed by appropriate dry cleaning methods which may employ the use of brushes, gum rubber compounds, or vinyl granules.

4. All volumes, except the Photostats, are to be de-acidified with Bookkeepers commercial solution.

5. All minor tears and rips shall be mended by archival mending procedures. Discredited procedures such as nylon reinforcement with polyamide or polyester heat set adhesive are not acceptable, and may not be used. In addition, all tears ½" or longer must be addressed, and must be mended.

6. The de-acidification process must meet or exceed the Library of Congress specifications.

7. After de-acidification, mending, and other appropriate conservation treatments, the unbound sheets of all the Volumes are to be encapsulated individually with archival quality polyester film of 3 mil thickness or higher. Capsules/envelopes are to be radio (heat) edge welded on three sides, and punched on one side to allow for placement into appropriate high quality permanent record loose-leaf binders. Cover style and lettering to be chosen by the Hidalgo County Clerk. Original volumes exceeding 350 pages may be split into two or more binders.

8. All Index tabs are to be repaired, reinforced, or replaced as necessary.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, April 21, 2010.**

RFP SUBMITTED TO: **An original and seven (7) copies** of RFPs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Clerk's Office will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Clerk's Office including, but not be limited to, the items listed below:

1. **Responsiveness:** **Total Points Possible: 30 points**

a.	Thoroughness of Requested Information	(10 Points)
b.	Understanding of Project	(10 Points)
c.	List of References provided	(10 Points)

2. **Firm Capabilities:** **Total Points Possible: 40 points**

a.	Quality and Accuracy of work performed	(10 points)
b.	Experience with similar projects	(10 points)
c.	Capability to meet schedules and deadlines	(10 points)
d.	Current workload and ability to commence various requested projects simultaneously	(10 points)

3. **Cost Fees:** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to the user department.

(30 points)
Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Clerk's Office will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Clerk's Office will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County Clerk's Office. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

RFP NO: 2010-089-04-21-otm	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY CLERK'S OFFICE

"RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

April 21, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2010-089-04-21-otm**

1. Sealed proposals will be received for **Hidalgo County Clerk's Office – "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-089-04-21-otm- Hidalgo County Clerk's Office – "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, April 21, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-089-04-21-otm—"HIDALGO COUNTY CLERK'S OFFICE – RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S OFFICE HISTORICAL RECORD BOOKS".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, April 14, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, April 16, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with

regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"Hidalgo County Clerk's Office – Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., APRIL 21, 2010
Project/Anticipated Award Date: _____, 2010
Commence Work or Deliver Products _____, **2010**

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY CLKER'S OFFICE– "RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

RFP NO: 2010-089-04-21-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

MAR 22 2010
By

TO: Hon. Arturo Guajardo, Jr.
Hidalgo County Clerk's Office
Attn: Noe Lopez

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: March 16, 2010

RE: Approval or Disapproval of Specifications for:
Bid No. 2010-089-00-00--otm- Hidalgo County Clerk's Office-
"RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below.

If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department by tomorrow so we can start the distribution of RFP packet to interested bidders.

☑APPROVE ☐DISAPPROVE

Hidalgo County Clerk's Office
Authorized Signature

3/22/10
Date

ACCOUNT NUMBER(S): 0-1100-415-40-180-002-0-341

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-20566 **20.G.2.**

Raymondville Drain-Professional Engineering Services

CC REGULAR

Date:	03/30/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/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 Hidalgo County's Raymondville Drain Project ;

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 engineering services for Hidalgo County's Raymondville Drain Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-078-0-XXX

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

BUDGETARY IMPACT:

Funding will be appropriated from C.O.'s series 2009 BC upon conract award date.

Attachments

Link: Email- DD #1

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/26/2010 01:23 PM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 01:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/26/2010 03:16 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nielda Cavazos

Started On: 03/25/2010 03:59 PM

Final Approval Date: 03/26/2010

Nielda Cavazos

From: Sylvia Sanchez [sylvia.sanchez@hcdd1.org]
Sent: Friday, March 26, 2010 7:59 AM
To: nielda.cavazos@co.hidalgo.tx.us
Cc: g.g@hcdd1.org
Subject: SOQ

Good morning Nielda,

As per our conversation yesterday at 5 pm; please prepare a SOQ packet for the District with the following Engineering firms;

1. TEDSI Infrastructure Group
2. S&B Infrastructure
3. Quintanilla, Headley & A

We are requesting exemption from completive bidding requirements under Texas Local Gov Code, Section 262.024 (A) (4) a professional service in connection with the Raymondviulle Drain.
Please call me when it is ready for pick up and I will have Laura from our office pick it up. We will return it promptly once the scoring is completed.

Thank you.
Sylvia

HIDALGO COUNTY

FOR

Engineering Services for Raymondville Drain

Scoring & Evaluation GRID

Engineering Firms

Total Scores	S & B Infrastructure	TEDSI Infrastructure	Quintanilla Headley & Assos
Scores	100	97	95
RANKING			