AI-20647 **6.D.**

Real Estate - CCD-0021-F; El Capote

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Real Estate Acquisition - CCD-0021-F; El Capote

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:27 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:29 AM	APRV
Form Started By: Monica Badillo			Started On: 03/31/2010 03:32 PM	
Final Approval Date: 04/01/2010				

AI-20599 **6.E.**

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 10:29 AM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:25 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:28 AM	APRV

Form Started By: Monica Badillo — Started On: 03/30/2010 09:11 AM

Final Approval Date: 04/01/2010

AI-20601 **6.F.**

C-1529-08-I; Dyer v. Hidalgo County, et al

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1529-08-I; Dyer v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 10:30 AM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:23 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:28 AM	APRV

Form Started By: Monica Badillo — Started On: 03/30/2010 09:31 AM

Final Approval Date: 04/01/2010

AI-20610 **6.G.**

Claim of Yolanda Maria Rios

CC REGULAR

Date:	04/06/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Yolanda Maria Rios

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 02:17 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:26 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:28 AM	APRV

Form Started By: Aida Alvarez — Started On: 03/30/2010 02:07 PM

Final Approval Date: 04/01/2010

AI-20612 **6.H.**

Claim of Ascencion Garza

CC REGULAR

Date:	04/06/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Ascencion Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 02:18 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:25 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:29 AM	APRV

Form Started By: Aida Alvarez — Started On: 03/30/2010 02:11 PM

Final Approval Date: 04/01/2010

AI-20648 **7.D.**

Real Estate - CCD-0021-F; El Capote

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Real Estate Acquisition - CCD-0021-F; El Capote

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:27 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:29 AM	APRV
Form Started By: Monica Badillo			Started On: 03/31/2010 03:34 PM	
Final Approval Date: 04/01/2010				

AI-20600 **7.E.**

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 10:30 AM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:24 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:28 AM	APRV

Form Started By: Monica Badillo — Started On: 03/30/2010 09:13 AM

Final Approval Date: 04/01/2010

AI-20602 **7.F.**

C-1529-08-I; Dyer v. Hidalgo County, et al

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1529-08-I; Dyer v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 10:30 AM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:24 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:28 AM	APRV

Form Started By: Monica Badillo — Started On: 03/30/2010 09:33 AM

Final Approval Date: 04/01/2010

AI-20611 **7.G.**

Claim of Yolanda Maria Rios

CC REGULAR

Date:	04/06/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Yolanda Maria Rios

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 02:17 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:25 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:29 AM	APRV

Form Started By: Aida Alvarez — Started On: 03/30/2010 02:08 PM

Final Approval Date: 04/01/2010

AI-20613 **7.H.**

Claim of Ascencion Garza

CC REGULAR

Date:	04/06/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Ascencion Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 02:18 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 10:26 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 10:29 AM	APRV

Form Started By: Aida Alvarez — Started On: 03/30/2010 02:13 PM

Final Approval Date: 04/01/2010

AI-20661 **11.A.**

Hidalgo County District Court Jury Plan
CC REGULAR

Date:	04/06/2010
Submitted By:	Ricardo Contreras, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	District Clerk

Information

CAPTION

Review and approval of the Hidalgo County Jury Plan as recommended by a majority of the Judges of the District Courts of Hidalgo County for the selection of persons for jury service, in accordance with Chapter 62 of the Texas Government Code.

BACKGROUND

Fiscal Impact

Attachments

Link: Hidalgo County Jury Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Ricardo Contreras	04/01/2010 01:45 PM	CREATED
1	Budget & Management	Erika Zamora	04/01/2010 01:54 PM	APRV
2	Sylvia Solis	Sylvia Solis	04/01/2010 03:05 PM	APRV
3	Auditor's Office			NEW
4	Purchasing Department			
Form Started By: Ricardo Contreras			Started On: 04/01/2010 01:45 PM	

Hidalgo County Jury Plan

It is recommended to the Commissioner's Court of Hidalgo County, Texas, by a majority of the Judges of the District Courts of Hidalgo County, that the following plan for the selection of persons for jury service be adopted in accordance with Chapter 62 of the Texas Government Code. This jury selection plan shall be effective upon approval by the Commissioner's Court.

1. Prospective jurors shall be selected for jury/grand jury service through electronic equipment and software, and any other means as allowed by law.

2. The source of the names of persons for jury service shall be that provided by Sec. 62.001 of the Texas Government Code; and shall be determined from a list of the same furnished by the Secretary of State of Texas to Hidalgo County and certified by the Secretary of State stating that the list contains names required by Sec. 62.001of the Texas Government Code. It shall further include the current voter registration lists from all the precincts in the county, and the current list to be furnished by the Department of Public Safety, showing the citizens of the county who hold either a valid Texas driver's license or a valid personal identification card or certificate issued by the department, and who are not disqualified from jury service. The method of selection will use the same record of names until the record is exhausted or wheel reconstituted, which ever occurs first.

3. The names of persons for jury service shall be those selected from the above source in a fair, impartial and objective method by the use of electronic or mechanical equipment.

4. The Hidalgo County District Clerk shall be the officer in charge of the selection process and shall make certain that the computer technicians in the selection process are properly supervised to ensure the impartial selection.

5. Under the supervision of the district clerk, the computer shall be programmed to generate a randomly selected list of qualified persons who are directed to respond telephonically to the district clerk regarding their basic qualifications and availability for jury service. Those persons who are tentatively qualified and available will be placed in a secondary pool of prospective jurors. From such secondary pool, the district clerk shall assign a list of names to each court based on the court's request. The period of time for which the secondary pool shall be subject to "stand by" for jury service shall be determined by the district clerk. A district judge may, from time to time, order a special venire which shall be selected from the secondary pool. A district judge may order a grand jury panel from the secondary pool by written order. The district clerk shall annually establish a schedule of dates for summoning jurors. The district clerk may, during the period of this plan, subject to funding therefore, develop a procedure for allowing communications between the district clerk and prospective jurors by computer in addition to mail and telephonic communication, as provided by Sec. 62.0111, Texas Government Code.

6. A true and complete written list of the names and addresses of the persons summoned to begin jury service shall be filed of record with the district clerk at least ten (10) days before the date the persons are to begin jury service; provided that when a capital jury may be selected from a jury panel, the notice provisions provided in the Code of Criminal Procedure shall also be followed.

7. The computer shall be so programmed that no person shall be selected as petit or grand juror more than once during a calendar year.

8. Petit jurors shall be selected in accordance with this plan to serve in all district courts, county courts at law and justice courts of Hidalgo County, Texas.

9. Random selection of grand jurors in accordance with Art. 19.01(b), Texas Code of Criminal Procedure, shall be conducted in accordance with this plan.

10. Special venires will be selected as ordered by the court requesting the same in accordance with this plan and special venireman so selected shall be identified within the computer so that they will not be selected again as petit or grand jurors during the period of the plan.

11. The method of selection provided herein shall use the same record of names for the selection of persons for jury service and grand jury service as allowed by law.

12. The district clerk shall file this jury selection plan among her records upon its adoption by the Hidalgo County Commissioner's Court and make the same available for inspection by the public.

13. Petit juror lists shall be kept by the district clerk until the same are ordered mailed by the court and all jurors shall then be summoned in accordance with Chapter 62 of Texas Government Code.

14. The Clerk of the court in which the jurors are summoned shall hear requests for and grant a postponement if the person summoned has not been granted a postponement within the preceding year. The substitute date shall be within six months of the date the person was originally summoned. The court may hear any additional requests for postponement or reasonable excuse of a prospective juror and release him/her from jury service entirely or until another day of the term.

15. Jury summons returned undeliverable shall be retained for a period of one year and then destroyed in accordance with Texas Administrative Code, Subchapter A, Rule 6.10.

16. Prequalification cards returned undeliverable shall be destroyed immediately upon return in accordance with the Texas Administrative Code, Subchapter A, Rule 6.7 Jury Prequalification cards do not qualify as state certified records.

17. Juror reimbursement checks will be generated and issued by the Hidalgo County Treasurer's Office as provided by law and the Hidalgo County Auditor's Office, which have concluded that "juror reimbursement checks is a core function of the county treasurer and must be performed by the treasurer."

18. This plan may be amended by the Commissioners' Court of Hidalgo County upon recommendation of the District Judges of Hidalgo County, Texas.

19. Where any item in this jury plan conflicts with State law, State law will supersede unless provided for within this plan.

Approved by the majority of the District Judges of Hidalgo County as evidenced by their signature on this _____ day of _____2010.

The Honorable Ricardo Rodriguez, Jr.
Judge, 92nd District Court _____

The Honorable Rudy Delgado
Judge, 93rd District Court _____

The Honorable Roberto Flores
Judge, 139th District Court _____

The Honorable Rose Reyna
Judge, 206th District Court _____

The Honorable Juan Partida
Judge, 275th District Court _____

The Honorable Mario E. Ramirez
Judge, 332nd District Court _____

The Honorable Noe Gonzalez
Judge, 370th District Court _____

The Honorable Letty Lopez
Judge, 389th District Court _____

The Honorable Aida Salinas Flores
Judge, 398th District Court _____

The Honorable Israel Ramon, Jr.
Judge, 430th District Court _____

The Honorable Jesse Contreras
Judge, 449th District Court _____

AI-20598 **12.A.**

Requesting permission to enter into equitable sharing agreement and certification with United States Department of Justice

CC REGULAR

Date: 04/06/2010
Submitted By: Joel Rivera, CONSTABLE PCT. #4
Department: CONSTABLE PCT. #4
Agenda Category: Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval for Hidalgo County Constable Precicnt 4 to enter into an equitable sharing agreement and certification with the United States Department of Justice.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact; agreement execution only.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 10:29 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/01/2010 09:41 AM	APRV
3	Auditor's Office	Linda Fong	04/01/2010 12:27 PM	APRV
4	Purchasing Department	Marty Salazar	04/01/2010 12:29 PM	APRV

Form Started By: Joel Rivera Started On: 03/30/2010 09:01 AM

Final Approval Date: 04/01/2010

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ Police Department ◯ Sheriff's Office ◯ Task Force (Complete Table A, page2)
◯ Prosecutor's Office ◉ Other (specify) Constable's Office

Agency Name: HIDALGO COUNTY CONSTABLE PRECICNT 4

NCIC/ORI/Tracking Number: T X 1 0 8 1 6 0 0

Street Address: 2814 S. BUS HIGHWAY 281

City: EDINBURG **State:** TX **Zip:** 78539

Contact: Title: Chief Deputy First: JOEL Last: RIVERA

Contact Phone: (956) 383-8560 **Contact Fax:** (956) 292-7767

Contact e-mail: JOEL.RIVERA@CO.HIDALGO.TX.US

Last Fiscal Year End (mm/dd/yyyy): 12/31/2009

◉ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◯ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Change in Administration:** Select to report change to Agency or Governing Body head DURING the current fiscal year. Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued ☐ Check box if non-interest-bearing account.		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	$0.00	$0.00
8	Ending Balance (subtract line 7 from line 6)	$0.00	$0.00

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees		
b	Total spent on overtime		
c	Total spent on informant and "buy money"		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on firearms and weapons		
g	Total spent on body armor and protective gear		
h	Total spent on electronic surveillance equipment		
i	Total spent on building and improvements		
j	Total spent on other law enforcement expenses (complete Table C, page 3)		
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
n	Total spent on matching grants (complete Table G, page 3)		
	Total	$0.00	$0.00

Miscellaneous Data

o	Agency's budget for current fiscal year	$869,875.00	
p	Jurisdiction's budget for current fiscal year	$246,600,000.00	
q	Appraised Value of Other Assets Received		

Table A: Members of Task Force

Agency Name	Address

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

	Name of Case	Type of Discrimination Alleged				Status
		☐ Race	☐ Color	☐ National Origin	☐ Gender	◯ Settled
		☐ Disability	☐ Age	☐ Other _____		◯ Pending

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide.*

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency? ○ **Yes** ◉ **No**

If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	Jose Eduardo Guerra	Name:	Rene Ramirez
Title:	Hidalgo Co. Constable Pct. 4	Title:	Hidalgo County Judge
Date:	03-30-2010	Date:	

Final Instructions:

Step 1: Click button to save in PDF format for your records
Step 2: Click button to save in XML format
Step 3: E-mail the XML file as attachment to aca.submit@usdoj.gov
Step 4: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344

Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

FY End: 12/31/2009

NCIC: TX1081600 Agency: HIDALGO COUNTY CONSTABLE PRECICNT 4 Phone: (956) 383-8560

State: TX Contact: JOEL RIVERA E-mail: JOEL.RIVERA@CO.HIDALGO.TX.US

AI-20652 **12.B.**

fuel reinbursement request

CC REGULAR

Date:	04/06/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Pursuant to fuel policy, requesting approval to reimburse Deputy Constable Jaime Cano for the purchase of fuel in the amount of $59.00 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

$8,257.00 Available balance as of 04/01/10.

Attachments

Link: fuel tix

Link: affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/01/2010 08:28 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/01/2010 09:53 AM	APRV
3	Auditor's Office	Linda Fong	04/01/2010 10:32 AM	APRV
4	Purchasing Department	Marty Salazar	04/01/2010 10:56 AM	APRV

Form Started By: Joel Rivera Started On: 04/01/2010 07:46 AM

Final Approval Date: 04/01/2010

Stripes 2214
9224 E HWY 107
EDINBURG, TX
956-386-1487

TP48582321-001 STRIPES 2214
HWY 107 @ VALVERDE
EDINGBURG TX 78

Descr.	qty	amount
UNLD CA #14	21.861G	59.00
SELF @ 2.699/ G		
Subtotal		59.00
Tax		0.00
TOTAL		**59.00**

VOID TICKET

THANKS, COME AGAIN
ST# 2214 TILL XXXX DR# 1 TRAN# 1014465
CSH: 9 03/31/10 20:09:58

Stripes 2214
9224 E HWY 107
EDINBURG, TX
956-386-1487
unit # 414

TP48582321-001 STRIPES 2214
HWY 107 @ VALVERDE
EDINGBURG TX 78

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #14	21.861G	59.00
SELF @ 2.699/ G		
Subtotal		59.00
Tax		0.00
TOTAL		**59.00**
DEBIT	$	59.00

CARD TYPE: DEBIT
CARD NAME: JAIME T CANO
ACCT NUMBER: XXXXXXXXXXXX6971
TRANS TYPE: SALE
APPROVAL: 186013
INVOICE: 098951
AMOUNT: 59.00

mileage
114435
#412

APPROVED 186013
****

THANKS, COME AGAIN
ST# 2214 TILL XXXX DR# 1 TRAN# 1031684
CSH: 5 03/31/10 20:19:04

AFFIDAVIT FOR REIMBURSEMENT

I, Jaime Cano, a Senior Deputy Constable #412 with Hidalgo County Precinct 4 Constable's Office, do hereby swear/or affirm that the assigned fuel card for my assigned patrol unit, Unit #414, was not working. Yesterday, Wednesday, March 31, 2010, I attempted to fuel up the patrol unit at several different gas stations as I tried to use the card at the gas pumps as I usually do to fuel up my patrol unit. I ended up at Stripes #2214, located at 9224 E. Hwy. 107, in Edinburg, Texas. Again, the fuel card was not being accepted outside at the gas pump so I went inside and had the store clerk swipe the card. The store clerk stated that the card was good and told me to go ahead and fuel up. After I fueled up, putting in 21.861 gallons of regular unleaded gasoline totaling $59.00, I went inside to sign the gas receipt. The store clerk swiped the card several times and told me that the card kept declining the sale of gasoline. I had no other choice but to pay the amount out of my pocket. A sale of receipt has been attached to this affidavit as proof of my personal purchase of gasoline for a county vehicle while I was on duty.

Jaime Cano
Senior Deputy Constable #412
Hidalgo County Constable Precinct 4
Date of Affidavit: April 1, 2010

STATE OF TEXAS:
COUNTY OF HIDALGO

BEFORE ME Joel Rivera **, A NOTARY PUBLIC IN AND FOR HIDALGO COUNTY AND THE STATE OF TEXAS, APPEARED** Jaime T. Cano **AND ON HIS/HER OATH DEPOSED, AND STATED THE FOREGOING FACT AS SET FORTH IN THE ABOVE CLAIM ARE TRUE AND CORRECT IN EVERY RESPECT.**

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 1st **DAY OF** April **2010.**

NOTARY PUBLIC FOR THE COUNTY OF HIDALGO & THE STATE OF TEXAS

(SEAL)

JOEL RIVERA
Notary Public, State of Texas
My Commission Expires
December 15, 2010

AI-20503 **13.A.**

Approval of proclamation recognizing May 6, 2010 as the National Day of Prayer

CC REGULAR

Date:	04/06/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation recognizing May 6, 2010 as the National Day of Prayer

BACKGROUND

Fiscal Impact

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2010 12:21 PM	APRV
2	Auditor's Office	Linda Fong	04/01/2010 11:52 AM	APRV
3	Purchasing Department	Marty Salazar	04/01/2010 12:14 PM	APRV

Form Started By: Monica Badillo — Started On: 03/23/2010 11:16 AM

Final Approval Date: 04/01/2010

PROCLAMATION

WHEREAS, In 1775, the first day of prayer was declared when the Continental Congress asked the colonies to join in prayer as they moved forward in forming the greatest democracy the world has ever known; and

WHEREAS, In 1952, a bill, requiring the President to select a day for national prayer each year, which was later signed by President Truman, unanimously passed by both houses of congress proclaiming an annual National Day of Prayer (NDP); and

WHEREAS, In 1988, a bill was introduced to Congress which fixed the annual National Day of Prayer as the first Thursday in May and on May 5, 1988, the bill was signed into law by President Reagan; and

WHEREAS, The National Day of Prayer has great significance for us as a nation. It enables us to recall and to teach the way in which our founding fathers sought the wisdom of God when faced with critical decisions. It stands as a call to us to humbly come before God, seeking His guidance for our leaders and His grace upon us as a people; and

WHEREAS, A prayerful spirit has always been an important part of our national character, and it is a force that has guided Americans of many faiths and traditions to share a common belief that God hears the prayers of His children and shows grace to those who seek Him; and

WHEREAS, Throughout history, Americans have turned to prayer and reflection during times of strength and times of difficulty, in moments of joy and moments of despair, when seeking comfort and giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, God has blessed us and shed His grace on this great land, making it a treasure for generations to come. And as our nation comes together, we shall pray for unity of hearts and righteousness for this great state, this great nation and all of mankind; and

NOW, THEREFORE BE IT PROCLAIMED, that the Commissioners' Court of Hidalgo County hereby recognizes May 6, 2010 as National Day of Prayer.

Approved this _____day of April, 2010.

_____
RENE A. RAMIREZ
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-20591 **13.B.**

Proclamation

CC REGULAR

Date:	04/06/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Roxanne De La Garza
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval to proclaim the month of April 2010 as "Child Abuse Awareness and Prevention Month"

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 07:51 AM	APRV
2	Roland Garcia	Rolando Garcia	04/01/2010 09:03 AM	APRV
3	Auditor's Office	Linda Fong	04/01/2010 11:53 AM	APRV
4	Purchasing Department	Marty Salazar	04/01/2010 12:15 PM	APRV

Form Started By: Gloria Rodriguez Started On: 03/29/2010 01:20 PM

Final Approval Date: 04/01/2010

PROCLAMATION

***WHEREAS*, 100,762 cases of child abuse and neglect were confirmed in Texas in Fiscal year 2009; and**

***WHEREAS*, In Hidalgo County Child Protective Services had 6,285 investigations of child abuse and neglect in Fiscal Year 2009; and**

***WHEREAS*, Of those cases investigated for abuse and neglect, a total of 2,956 were confirmed as victims of child abuse and neglect; and**

***WHEREAS*, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and**

***WHEREAS*, Communities must make every effort to promote programs that benefit children and their families; and**

***WHEREAS*, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and**

***WHEREAS*, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;**

***NOW, THEREFORE*, the Commissioners Court of Hidalgo County, do hereby proclaim the month of April 2010 to be *Child Abuse Awareness and Prevention Month* in Hidalgo County, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.**

Dated this 6th day of April, 2010.

_____

Rene A. Ramirez
Hidalgo County Judge

Arturo "A.C." Cuellar, Jr. Commissioner Pct. 1	**Hector "Tito" Palacios** Commissioner Pct. 2
Joe M. Flores Commissioner Pct. 3	**Oscar Garza Jr.** Commissioner Pct. 4

AI-20589 **13.C.**

MPO Update

CC REGULAR

Date:	04/06/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 07:50 AM	APRV
2	Roland Garcia	Rolando Garcia	04/01/2010 08:45 AM	APRV
3	Auditor's Office	Linda Fong	04/01/2010 11:55 AM	APRV
4	Purchasing Department	Marty Salazar	04/01/2010 12:14 PM	APRV

Form Started By: Erika Reyna — Started On: 03/29/2010 09:42 AM

Final Approval Date: 04/01/2010

AI-20421 **14.A.**

Hidalgo County Investment Policy
CC REGULAR

Date:	04/06/2010
Submitted By:	Fred Zamarripa, TREASURER'S OFFICE
Submitted For:	Norma Garcia
Department:	TREASURER'S OFFICE
Agenda Category:	County Treasurer

Information

CAPTION

Approval of the Hidalgo County Investment Policy

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Investment pool fees are minimal and are paid from interest earned.

Attachments

Link: Investment Policy

Link: Investment Policy Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/18/2010 06:44 AM	APRV
2	Erika Zamora	Erika Zamora	04/01/2010 08:34 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/01/2010 08:47 AM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Fred Zamarripa — Started On: 03/17/2010 03:46 PM

Final Approval Date: 04/01/2010

HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the "Policy") shall be:

1. To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;

2. To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;

3. To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and

4. To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds

Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds

Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds

Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds

Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy

Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Section 2256, Government Code. Hidalgo County, acting through its County Treasurer shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus

payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer of Hidalgo County shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his designated representative acting under Section VI of these Policies, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005(i), Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds between meetings of the Commissioners Court, official approval of which shall be made by said Court in court order form at the next official meeting of the Commissioners Court.

The County Treasurer is hereby authorized to utilize internal and external electronic means or Hidalgo County checks for between Court investments transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.

2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States with a 10 year stated maximum maturity. In accordance with the provisions of Section 2256.009(b), Government Code, the following (a-d) are **not** authorized investments under this section:

    a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

    b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

    c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

    d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas

or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.

6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity.

7. Fully collateralized repurchase agreements authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must be secured by obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

9. A bankers' acceptance (i) is an authorized instrument under Subchapter 2256.012 Government Code, which has a stated maturity of 180 days or fewer from the date of its issuance; (ii) will be, in accordance with its terms liquidated in full at maturity; (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and (iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1+ or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio,

and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of $1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

11. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. When selecting an investment pool, the Commissioners Court shall consider the following criteria:

    a. The types of investment in which money is allowed to be invested;

    b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;

    c. The maximum stated maturity dated any investment security within the portfolio has;

    d. The objectives of the pool;

    e. The size of the pool;

    f. The names of the members of the advisory board of the pool and the dates their terms expire;

    g. The custodian bank that will safe keep the pool's assets;

    h. Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation;

i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

j. The name and address of the independent auditor of the pool;

k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

a. Investment transaction confirmations; and

b. A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested;

2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;

3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;

4) The book value verses the market value of the tool's portfolio, using amortized cost valuation;

5) The size of the pool;

6) The number of participants in the pool;

7) The custodian bank that is safekeeping the assets of the pool;

8) A listing of daily transaction activity of the entity participating in the pool;

9) The yield and expense ratio of the pool;

10) The portfolio managers of the pool;

11) Any changes or addenda to the offering circular.

An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

12. To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or

b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners Court. A report of all investments made since the last formal meeting of the Court; will be presented for each regular meeting of the Hidalgo County Commissioners Court, for review, acknowledgment, and approval by the Commissioners Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities purchased from contracted broker/dealers,

or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, Justice of the Peace and Constable Special Funds, and certain Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.

2. SEC and state or NASD registered broker/dealers.

3. Public Funds Investment Pools based in the State of Texas.

4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least

annually, review, revise, and recommend for adoption by the Commissioners Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and

2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest

all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Commissioners Court shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Commissioners Court.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;

4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or

5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have a 10 year maximum stated maturity.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public

funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;

2. A summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period, the ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;

4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each

individual investment was acquired; and

6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and by all designated investment officers of Hidalgo County.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256, Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. ~~HIDALGO COUNTY~~ FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee, which shall consist of the County Treasurer as Chairman, County Judge and ~~County Auditor~~ Budget Officer. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments

in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: _____
Date

THE STATE OF TEXAS)(
)(
COUNTY OF HIDALGO)(

ORDER

On this the ____ day of April 2010, came on to be heard the matter of adopting the Hidalgo County Investment Policy and after discussion the following Order was adopted by the Hidalgo County Commissioners' Court:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County by and hereby are repealed effective April ___, 2010; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County and its departments and agencies, effective April ___, 2010; and

BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, which motion was seconded by Commissioner _____ and adopted by the following vote: ____ "AYE", ____ "NO", all members being present.

DATED this the ____ day of April 2010.

_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

AI-20596 **15.A.**

Approval to apply - State Criminal Alien Assistance Program (SCAAP)
CC REGULAR

Date:	04/06/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and Approval to apply for the FY 2010 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance (Office of Justice Programs, U.S. Department of Justice).

BACKGROUND

The Bureau of Justice Assistance (BJA) administers the State Criminal Alien Assistance Program which provides federal payments for the incurring of salary costs of correctional officers for incarcerating undocumented criminal aliens.

Said payments will be made to General Fund and are to be used for correctional purposes only.

Application deadline is May 07, 2010.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Approval to apply for the FY10 State Criminal Alien Assistance Program (SCAAP). No local cash match is required.

Attachments

Link: scaap

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/30/2010 02:31 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2010 02:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/31/2010 01:43 PM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Emilia Uriegas — Started On: 03/29/2010 03:43 PM

Final Approval Date: 04/01/2010

BJA Programs

State Criminal Alien Assistance Program (SCAAP)

Fiscal Year 2010 SCAAP Funds

NEW: The application period for FY 2010 SCAAP funds is now open. All applications must be submitted via the OJP online Grants Management System (**GMS**). All completed applications must be submitted by **6:00pm e.t. on Friday, May 7, 2010.**

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." **Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.**

FY 2007-2010 SCAAP Use of Funds List

Salaries for corrections officers
Overtime costs
Corrections work force recruitment and retention
Construction of corrections facilities
Training / education for offenders
Training for corrections officers related to offender population management
Consultants involved with offender population
Medical and mental health services
Vehicle rental / purchase for transport of offenders
Prison Industries
Pre-release / reentry programs
Technology involving offender management / inter agency information sharing
Disaster preparedness continuity of operations for corrections facility

Reporting Period: The reporting period for the FY 2010 application period is July 1, 2008 through June 30, 2009. Only qualifying inmates who served four or more days during this period may be included in the FY 2010 SCAAP application.

Eligible Inmates - Applicant Responsibilities - Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Qualifying Criminal Charges and Convictions
To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. Once a person meets these criteria, all pre-trial and post-conviction time served from July 1, 2008 through June 30, 2009 may be included in the FY 2010 application.

Qualifying Salary Data: Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full-and part-time correctional officers and others who meet the SCAAP definition (see the **FY 2010 SCAAP Guidelines**). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2008 to June 30, 2009). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.). Benefits should not be included in the salary costs.

Entering Inmate Data: If the Alien Number is unknown for an individual inmate, enter all zeroes in the A number field. Do not use letters (A) or symbols (dashes, etc.). Also, use zeros (0) as the beginning digit(s) if the A-number is fewer than 9 digits.

The FBI number is issued by the FBI to track arrests and fingerprint records. If this number is not available, leave this field blank by inserting 10 spaces. If the FBI number is fewer than 10 characters, enter the number first, and then insert spaces for the remainder of the field length.

Chief Executive Officer: SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction

employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.**

Legislation: SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. □ 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

Funding: SCAAP payments will be calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by DHS.

Payments: SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. **All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's EIN (tax identification) and vendor number when applying for SCAAP funds.**

How/When to Apply: FY 2010 applications are being accepted in the OJP Grants Management System (GMS) from March 25, 2010 through May 7, 2010.

BJA would like to remind FY 2010 SCAAP applicants of updates in the Guidelines, including that SCAAP funds may be used for "correctional purposes only," with information regarding the proposed use collected during the award acceptance process and that SCAAP information from jurisdiction inmate data may be shared with other federal government agencies.

2010 SCAAP Data:
FY 2010 SCAAP Guidelines (**PDF**)
FY 2010 ICE Country Codes (**PDF**)
FY 2010 Inmate Data File Format (**PDF**)

Direct Phone Support:
Technical assistance is available Monday through Friday from 9:00 a.m. to 5:00 p.m. eastern time, via the SCAAP Helpdesk at 1-202-353-4411.

For assistance with the GMS login, call 1-888-549-9901 Option 3.

E-Mail Inquiries:
Program and Policy Issues: SCAAP Inquiries: **scaap@usdoj.gov**
GMS Login Issues: GMS Helpdesk: **gmshelp@ojp.usdoj.gov**
Banking Issues: OC Customer Service Center: **AskOC@ojp.usdoj.gov**

Related Information:
FY 2009 SCAAP Information:
FY 2009 SCAAP Awards (**PDF**)
FY 2009 SCAAP Guidelines (**PDF**)
FY 2009 ICE Country Codes (**PDF**)
FY 2009 Inmate Data File Format (**PDF**)

SCAAP Archive Information

AI-20617 **17.A.**

Wireless Device Request Form W.1.2

CC REGULAR

Date:	04/06/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Elections Department:
1. Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQUISITION # 172503) with awarded vendor VERIZON for the following service:

Quantity:	Description:	Department:	One Time Equipment Cost:	Monthly Service Charge:
22	MIFI 2200 from Verizon	Elections Dept.	$0	$37.99 per month X 5 months = $4,178.90

2. Approval of the attached Wireless Device Request Forms under the county's newly adopted cell phone policy.

BACKGROUND

Broadband Access - Data Cards

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

requisition# 172503 is available for $4,178.90 as of 04/01/10.

Attachments

Link: Verizon Quote

Link: Requisition# 172503

Link: Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2010 07:20 AM	APRV
2	Roland Garcia	Rolando Garcia	04/01/2010 09:00 AM	APRV

3	Auditor's Office	04/01/2010 12:32 PM	NEW
Form Started By: Griselda Salazar		Started On: 03/30/2010 03:34 PM	
Final Approval Date: 04/01/2010			

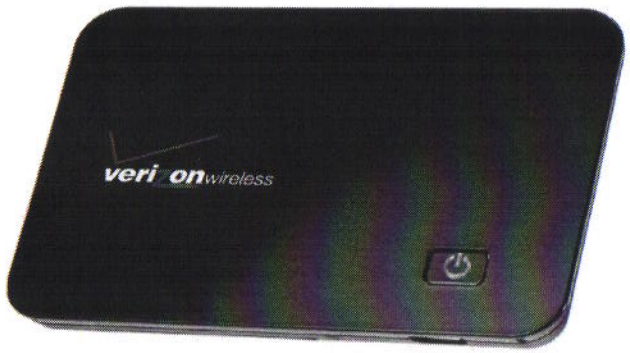
Offer Details

verizon wireless

Equipment

Equipment Model: MIFI 2200 from Verizon Wireless

Rate Plan: Unlimited Mobile Broadband : $37.99



Contract Details

- ✓One Year State of Texas - DIR Agreement
- ✓No Early Termination Fees
- ✓No Suspension Fees
- ✓Suspension Period for July, August, September, December 2010 and January 2011 without billing
- ✓Back-up Assistant
- ✓Change rate plans at any time
- ✓On-site device support and training
- ✓Worry Free Guarantee
- ✓30-day satisfaction guarantee (Test Drive Program)
- ✓Unauthorized usage prevention
  - ✓ Call restrictions (on some models)
  - ✓ Block text/picture messaging, downloads, etc.
- ✓Keep your existing numbers
- ✓e-Cycle trade-in program
- ✓Migration from your current wireless provider to VZW at your location(s)
- ✓25% discount for Texas government employees

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

Offer 1 (State of TX price plans)

verizon wireless

Cost Summary

- **22 Total Lines of Service**
  - ✓ 22 Mobile Broadband Plans
- **Unlimited Broadband Access**
  - ✓ Single account, single bill
  - ✓ Unlimited Broadband Access
  - ✓ FREE activation
- **$835.78 per month (ALL LINES)**
  - ✓ Discount built-in to State of TX plans
  - ✓ $37.99 average cost per line per month
- **Equipment costs: $0**
  - ✓ 22 MIFI Wireless Cards: $0

FREE value-added services

- ✓**Local field account management**
- ✓**Best, most-reliable network**
- ✓**Quarterly account/rate plan reviews**
- ✓**My Business Account online account management**
- ✓**Change rate plans at any time**
- ✓**On-site device support and training**
- ✓**Worry Free Guarantee**
- ✓**30-day satisfaction guarantee (Test Drive Program)**
- ✓**Keep your existing numbers**
- ✓**Migration from your current wireless provider to VZW at your location(s)**
- ✓**25% discount for Texas government employees**

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

Requisition

Req # 00172503

PO #

Date: 03/18/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **TERRY TRUJILLO**
956-318-2570

Contract No:

Special Instructions:
REQ # 53

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR.-SDD-604		
		DO NOT DUPLICATE ORDER		
5.00	MONTH	BROADBAND ACCESS - (22- DATA CARDS) @ 37.99.	835.78	4,178.90
		Account No	Encumbrance	
		0-1100-414-00-130-001-0-532	4,178.90	
			Freight	.00
			Total	4,178.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: $4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon YVONNE RAMON 03/18/2010

Signature Print Name Date

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

Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature:

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4178.90 **Requisition Number:** 172503

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

Signature YVONNE RAMON Print Name 03/18/2010 Date

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

Signature Valde Guerra Print Name 3/30/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4178.90 **Requisition Number:** 172503

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

Yvonne Ramon | YVONNE RAMON | 03/18/2010

Signature | Print Name | Date

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

[signature] | Valde Guerra | 3/30/10

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4178.40 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature:

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Signature YVONNE RAMON Print Name 03/18/2010 Date

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

Signature Valde Guerra Print Name 3/30/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature:

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Signature YVONNE RAMON Print Name 03/18/2010 Date

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

Signature Valde Guerra Print Name 3/30/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0--532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 03/30/2010

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR SDD604

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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon YVONNE RAMON 03/18/2010

Signature Print Name Date

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

Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature:

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Signature	YVONNE RAMON	03/18/2010
	Print Name	Date

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

Signature	Valde Guerra	3/30/10
	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-**532**

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon YVONNE RAMON 03/18/2010

Signature Print Name Date

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

Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-**532**

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon | YVONNE RAMON | 03/18/2010

Signature | Print Name | Date

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

[signature] | Valde Guerra | 3/30/10

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178 90 **Requisition Number:** 172503

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

Yvonne Ramon — Signature

YVONNE RAMON — Print Name

03/18/2010 — Date

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

Signature

Valde Guerra — Print Name

3/30/10 — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon YVONNE RAMON 03/18/2010

Signature Print Name Date

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

Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon | YVONNE RAMON | 03/18/2010

Signature | Print Name | Date

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

Signature	Print Name	Date
	Valde Guerra	3/30/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature:

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Signature | YVONNE RAMON Print Name | 03/18/2010 Date

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

Signature | Valde Guerra Print Name | 3/30/10 Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon — Signature | YVONNE RAMON — Print Name | 03/18/2010 — Date

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

Signature | Valde Guevra — Print Name | 3/30/10 — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: [signature]

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

[signature] YVONNE RAMON 03/18/2010

Signature Print Name Date

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

[signature] Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon

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

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 0-1100-414-00-130-001-0-532

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

Requisition Total: 4,178.90 **Requisition Number:** 172503

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

Yvonne Ramon YVONNE RAMON 03/18/2010

Signature Print Name Date

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

Valde Guerra 3/30/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon DIR-SDD604

Commissioner's Court Action: **Commissioner's Court Date:** 03/30/2010

☐ **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: 01/21/2010

AI-20597 **17.B.**

Wireless Device Request Form W.1.2

CC REGULAR

Date:	04/06/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Commissioner Pct. #4:
1. Authorization to purchase through the County's membership/participation with HGAC CW05-02 (REQUISITION # 172665) with awarded vendor SPRINT for the following services:

Quantity:	Description:	One Time Equipment Cost:	Total Cost:	Notes:
7	Motorola Brute i680	.99 each upgrade	$6.93	Upgrades for 956-279-5613, 956-279-5789, 956-279-5865, 956-330-9402, 956-648-8733, 956-467-2617 & 956-289-0977

2. Approval of the attached Wireless Device Request Form under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 9-1204-431-00-124-007-0-619

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

BUDGETARY IMPACT:

Amount available in requisition#172665 $6.93.

Attachments

Link: Request Forms

Link: Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 07:54 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/01/2010 10:48 AM	APRV
3	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Griselda Salazar Started On: 03/29/2010 03:45 PM

Final Approval Date: 04/01/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☒ Equipment Replacement

☐ Delete Service

956-279-5789 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee: Jaime Guerra Employee ID# 128295 Signature: _____

DEPARTMENT: Hidalgo Co. Pct. #4 DEPT #: 124

Quantity: 1

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

Service: $ 99 /mo (x) 1 months = 99 Account: 0-1204-431-00-124-007-0 -619/~~664~~

Requisition Total: $ 693 **Requisition Number:** 00172665

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

O. L. Garza, Jr. Oscar L. Garza JR 3-23-2010

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☒ Equipment Replacement

☐ Delete Service

956-467-2617 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee: Jimmy D. Anthony Employee ID# 170976 Signature: [signature]

DEPARTMENT: Hidalgo Co. Pct #4 DEPT #: 124

Quantity: 1

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

Service: $ .99 /mo (x) 1 months = .99 Account: 0-1204-431-00-124.007-0 — -619/~~664~~

Requisition Total: $6.93 **Requisition Number:** 00192665

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

O.L. Garza, Jr. Oscar L. Garza JR 3-23-10

Signature Print Name Date

(4) **Executive Office Authorization:**

_____ _____ _____

Signature Print Name Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☒ Equipment Replacement

☐ Delete Service

956-279-5865 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee: Roberto Andrade Employee ID# 073083 Signature: _____

DEPARTMENT: Hidalgo Co. Pct. #4 DEPT #: 124

Quantity: 1

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

Service: $.99 /mo (x) 1 months = .99 Account: 0-1204-431-00-124-007-0--619/~~664~~

Requisition Total: $6.93 **Requisition Number:** 00172665

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

O. L. Garza Jr. Oscar L. Garza JR. 3-23-2010

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

956-289-0977 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee: Gabriel H. Garza Employee ID# 158798 Signature: _____

DEPARTMENT: Hidalgo Co. Pct. #4 DEPT #: 124

Quantity: 1

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

Service: $ .99 /mo (x) 1 months = .99 Account: 0-1204-431-00-124-007-0 -619/~~664~~

Requisition Total: $6.93 **Requisition Number:** 00172665

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

O. L. Garza, Jr. Oscar L. Garza JR. 3-23-2010

Signature Print Name Date

(4) **Executive Office Authorization:**

_____ _____ _____

Signature Print Name Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☒ Equipment Replacement

☐ Delete Service

956-330-9402 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee: Office Use Employee ID# _____ Signature: M Beltran

DEPARTMENT: Hidalgo Co. Pct. #4 DEPT #: 124

Quantity: 1

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

Service: $ 99 /mo (x) 1 months = -99 Account: 0-1204-431-00-124-007-0 -619/664

Requisition Total: $6.93 **Requisition Number:** 00172665

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

O.K. Garza, Jr. Oscar L. Garza JR. 3-23-2010

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☒ Equipment Replacement

☐ Delete Service

956-648-8733

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jorge L. Guerra Employee ID# 084069 Signature: [signature]

DEPARTMENT: Hidalgo Co. Pct. #4 DEPT #: 124

Quantity: 1

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

Service: $ 99 /mo (x) 1 months = 99 Account: 0-1204-431-00-124-007-0 -619/~~664~~

Requisition Total: $6.93 **Requisition Number:** 00172665

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

O. L. Garza, Jr. Oscar L. Garza JR 3-23-2010

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☒ Equipment Replacement

☐ Delete Service

956-279-5613 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee: Juan M. Carranza Employee ID# 000752 Signature: Juan M Carranza

DEPARTMENT: Hidalgo Co. Pct. # 4 DEPT #: 124

Quantity: 1

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

Service: $ .99 /mo (x) 1 months = .99 Account: 0-1204-431-00-124-007-0 -619/~~664~~

Requisition Total: $6.93 **Requisition Number:** 00172665

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

O. L. Garza, Jr. Oscar L. Garza JR 3-23-2010

Signature Print Name Date

(4) **Executive Office Authorization:**

_____ _____ _____

Signature Print Name Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $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

Requisition

Req # 00172665

PO #

Date: 03/23/10

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-3112

Contract No: HGAC-CW-05-02

Special Instructions:
PCT. REQ. #407

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT HGAC-CW-05-02		
		DO NOT DUPLICATE ORDER		
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR JUAN M. CARRANZA 956-279-5613	.99	.99
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR JAIME GUERRA 956-279-5789	.99	.99
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR ROBERTO ANDRADE 956-279-5865	.99	.99
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR OFFICE USE 956-330-9402	.99	.99
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR JORGE L. GUERRA 956-648-8733	.99	.99
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR JIMMY D. ANTHONY 956-467-2617	.99	.99
1.00	EACH	MOTOROLA BURTE i680 REPLACEMENT PHONE FOR GABRIEL H. GARZA 956-289-0977	.99	.99
		Account No	Encumbrance	
		0-1204-431-00-124-007-0-619	6.93	
			Freight	.00
			Total	6.93
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-20595 **17.C.**

Wireless Device Request Form W.1.2

CC REGULAR

Date:	04/06/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Information Technology:
1. Authorization to purchase through the County's membership/participation with HGAC CW05-02 (REQUISITION # 172667) with awarded vendor SPRINT for the following service:

Quantity:	Description:	One Time Equipment Cost:	Total Cost:	Notes:
1	Samsung Moment	.99	.99	Upgrading from IC502 to Samsung Moment

2. Approval of the attached Wireless Device Request Form under the County's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-619

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

BUDGETARY IMPACT:

Funding available in Req#172667 in the amt of $.99 as of 3/31/10 for Sprint.

Attachments

Link: Request Form

Link: Requisition # 172667

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 07:53 AM	APRV
2	Erika Zamora	Erika Zamora	03/31/2010 01:31 PM	APRV
3	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Griselda Salazar Started On: 03/29/2010 03:38 PM

Final Approval Date: 04/01/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☒ Blackberry ☐ Other: upgrade 956-207-9883

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

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

DEPARTMENT: Info. Tech. DEPT #: 200

Quantity: 1

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

Service: $ .99 /mo (x) 1 months = ~~0.00~~ .99 Account: 2-1100-415-00-200-001-0 -619/~~664~~

Requisition Total: .99 **Requisition Number:** 1726067

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

Signature | Reran Ramirez (Print Name) | 3/29/10 (Date)

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☒ **OTHER:** upgrade : Samsung Moment

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: 01/21/2010

Requisition

Req # 00172667

PO #

Date: 03/23/10

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **GRISELDA**
956-290-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT: HGAC CW05-02		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CELL PHONE UPGRADE: SAMSUNG MOMENT	.99	.99
		Account No	Encumbrance	
		0-1100-415-00-200-001-0-619	.99	
			Freight	.00
			Total	.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-20561 **17.D.**

Request Form W.1.3

CC REGULAR

Date:	04/06/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

WIC Department:
1. Authorization to remove cell phone number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: C09-231-09-22 (PO# 634749) with awarded vendor HEB Wireless for the following service:

Description:	Plan Description:	Department:	Employee:	Cell Phone Number:
Removing	POCKET-Voice/Talk/Data Plan	WIC	Kassandra Suarez	956-827-9932
Replacing	POCKET-Voice/Talk/Data Plan	WIC	Noemi Hernandez	New Number

2. Approval of the attached Wireless Device Request Forms under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-532

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

BUDGETARY IMPACT:

Amount available in PO#634749 in the amt of $2,227.50 as of 3/31/10 for HEB Wireless, Inc.

Attachments

Link: Remove

Link: Replace

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2010 08:42 AM	APRV
2	Erika Zamora	Erika Zamora	03/31/2010 01:07 PM	APRV
3	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Griselda Salazar

Started On: 03/25/2010 01:12 PM

Final Approval Date: 04/01/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☒ Delete Service 956-827-9932

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Kassandra Suarez Employee ID# 124249 Signature: Kassandra Suarez

DEPARTMENT: WIC DEPT #: 1292

Quantity:_____

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

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

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

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

Norma L Longoria | Norma L. Longoria | 3/15/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 3/25/10
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

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request: Add

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Noemi Hernandez Employee ID# 165034 Signature: Noemi Hernandez

DEPARTMENT: WIC DEPT #: 1292

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0.1292.441.00.350.001.0/ -532

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

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

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

Signature	Print Name	Date
N Longoria	Norma L. Longoria	3/15/10

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	3/25/10

(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: 1/27/2009

AI-20626 **18.A.**

Reallocated funds - TDRA Disaster Recovery

CC REGULAR

Date:	04/06/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Diana R. Serna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Discussion, consideration and action in connection with the redistribution of reallocated funds under Round 1 of the Texas Department of Rural Affairs (TDRA) Disaster Recovery funding.

BACKGROUND

The approved method of distribution for Round 1 of the Texas Department of Rural Affairs (TDRA) Disaster Recovery Funds states that any funds not applied for by communities within the region would revert back to the County in which the community is located. The State recently advised that the Cities of Granjeno, Progreso and Progreso Lakes did not submit applications totaling their allocation of $547,632.00.

Fiscal Impact

Attachments

Link: recovery funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2010 10:40 AM	APRV
2	Perla Lopez	Perla Lopez	03/31/2010 03:31 PM	APRV
3	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Estella Webber — Started On: 03/31/2010 09:58 AM

Final Approval Date: 04/01/2010

Lower Rio Grande Valley Development Council

Commissioner John Ingram, McAllen ..... President
Mayor Chris Boswell, Harlingen ..... 1st Vice-President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 2nd Vice-President
Commissioner Sylvia Handy, Hidalgo County ..... Secretary
Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... Treasurer
Arturo Ramirez, Grassroots Organizations ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

Edward C. Camarillo
Commissioner, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-Tem, San Juan

Buddy de la Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Hon. Norma G. Garcia
Member-at-Large

Don Medina
Member-At-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

March 24, 2010

Honorable Rene Ramirez
Hidalgo County Judge
PO Box 1356
Edinburg TX 78539

RE: Disaster Recovery Reallocations

Dear Judge Ramirez:

We have received the attached letter from Texas Department of Rural Affairs (TDRA), which indicates three cities in Hidalgo County did not submit applications for the 1st Round of Disaster Recovery Funds. As per LRGVDC Method of Distribution these funds ($547,632.) will be reallocated to Hidalgo County.

Please prepare and submit the required information for allocation of these funds to TDRA. If you should have any question or require additional information please call me at (956) 682-3481.

Sincerely,

Kenneth N. Jones,
Executive Director

Cc: Ms. Diana Serna, Urban County

WWW.TDRA.STATE.TX.US
1200 N. Congress Avenue, Suite 220
Austin, Texas 78701
P: 512-936-6701/800-544-2042
F: 512-936-6776

MISSION:
To enhance the quality of life for rural Texans.

GOVERNOR RICK PERRY

TDRA GOVERNING BOARD
Dr. Wallace Klussmann, *Chair*
David Alders, *Vice Chair* — Dr. Mackie Bobo, *Secretary*
Agriculture Commissioner Todd Staples — Renelle Farrar
Dora G. Alcalá — Dr. Charles Graham
Woody Anderson — Brian Tucker
Charles N. Butts — Patrick Wallace
Charles S. (Charlie) Stone
Executive Director

March 18, 2010

Kenneth N. Jones, Jr.
Executive Director
Lower Rio Grande Valley Development Council
311 N. 15th St.
McAllen, Texas 78501-4795

RE: Disaster Recovery Reallocations

Dear Mr. Jones:

Our records indicate that four communities within your region did not apply for funding under Round One of the Disaster recovery program. The funds will be reallocated to the appropriate county, as per the Method of Distribution.

The following is a list with amounts:

1.	Granjeno	$ 35,176.00
2.	Progreso	$500,000.00
3.	Progreso Lakes	$ 12,456.00
4.	Rancho Viejo	$ 61,171.00
		$608,803.00

Letters are being sent to these communities, explaining that their allocated funding will be reallocated to their regional planning agencies for redistribution.

Should you have any questions, please feel free to contact me at 512-936-7890 or Chance Sparks, Senior Program Analyst, Disaster Recovery Division, at 512-463-8730.

Sincerely,

Oralia Cardenas, Director of Programs
Disaster Recovery Division

for a county set-aside distribution allowing each county to adjust to their unique needs, while assuring each eligible unit of government to receive assistance.

The remaining 50% will be allocated to each county area. The County Commissioners' Court for each county will be responsible for preparing a County Method of Distribution consistent with the guidelines prepared by the Office of Rural Community Affairs (ORCA).

Detailed calculations and explanations of the factors used to develop each allocation are included in **Appendix B.**

Verifiable data used included the following:

- Public Assistance Information from the FEMA Hurricane Dolly and Ike PA IA totals (as of 12-1-08)
- HUD Low-Moderate Income Estimated for All Texas Block Groups, FY07, which is available at http://www.hud.gov/offices/cpd/systems/census/tx/index.cfm
- Presence of coastline in each county (to adjust for storm impact)
- Texas State Data Center Population Estimates, January 2008

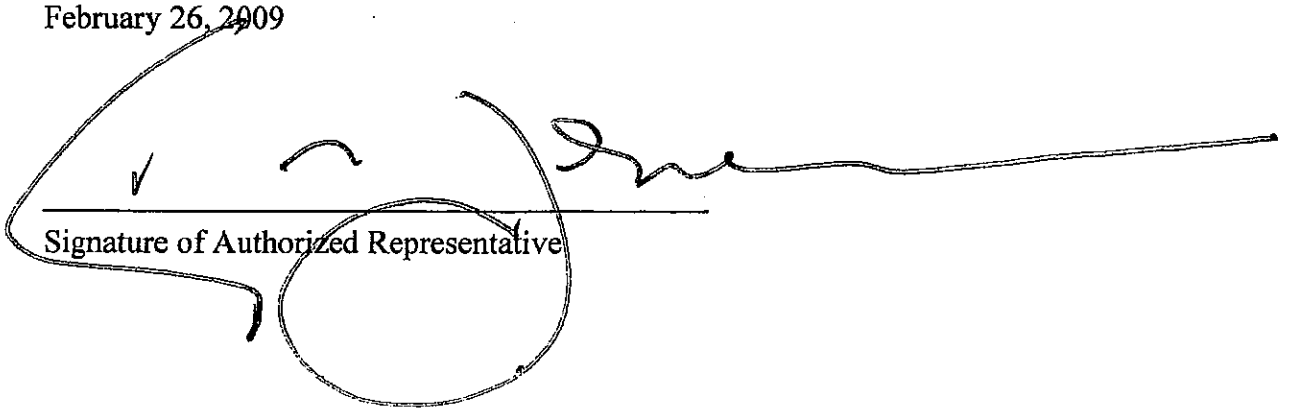
Reallocation of Unused Funds

Should a city within a county fail to submit an eligible project to ORCA or use all of its direct allocation from LRGVDC, the city will have 10 working days to submit a substitute eligible project to ORCA. Should the replacement project not be eligible, the unused funds shall be automatically reallocated to the direct allocation for unincorporated portions of the county in which the city is located. Should the direct allocation to the unincorporated portions of the county go unused, or a project be declared ineligible, the county shall have 10 working days to submit a substitute eligible project to ORCA. Should the replacement project not be eligible, the unused funds shall be automatically reallocated to the LRGVDC, which will then redistribute the funds to the remaining counties for placement in the unincorporated direct allocations for those counties.

This formula was subsequently presented at the public hearings and meetings of the LRGVDC Board of Directors.

Signatory Authority:

Kenneth N. Jones
Executive Director
956-682-3481
February 26, 2009



Signature of Authorized Representative

AI-20650 **18.B.**

Drainage Improvements - Pct. #3

CC REGULAR

Date:	04/06/2010
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;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct #3. Urbank County Program and the Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program CDBG-R yr 22 (2009) Substantial Amendment for Precinct #3 - Drainage Improvement Project;

1. _____; 2. _____; 3. _____.

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 #3 - Drainage Improvement Project.

BACKGROUND

Precinct #3, Urban County Program and Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". Javier Hinojosa Engineering, Hinojosa Engineering, Inc. and M. Garcia Engineering, LLC were the three firms. The Drainage Improvement Project consists of improvements to International Village Subdivision.
(Attached is the letter of recommendation from Precinct #3 and the Grading grid for your review).

Funds Available: $ 509,653.80

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Professional Services Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/01/2010 07:06 AM	APRV
2	Perla Lopez	Perla Lopez	04/01/2010 09:19 AM	APRV
3	Auditor's Office	Linda Fong	04/01/2010 10:30 AM	APRV
4	Purchasing Department	Marty Salazar	04/01/2010 12:29 PM	APRV

Form Started By: Estella Webber Started On: 03/31/2010 04:11 PM

Final Approval Date: 04/01/2010

Hidalgo County Precinct No. 3
Engineering Services
CDBG-R Drainage Improvements Project
Year 22 (2009)
Grading-Ranking Grid

Criteria	Javier Hinojosa			Hinojosa Engineering, Inc.			M. Garcia Engineering, LLC.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	18	20	20	15	20	20
Experience of Project Team	25	24	20	22	22	25	20	20	15
Experience/ Availability of Project Manager	20	20	20	17	20	20	18	18	15
Understanding of Project	25	25	20	20	23	22	20	24	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	100	99	90	87	95	97	83	92	85
AVERAGES	289÷3=96			279÷3=93			260÷3=87		
RATING	1			2			3		

Grader #1 Joe M. Flores, Hidalgo County Commissioner Precinct No. 3

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: 2009 – CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: 3/31/2010

Evaluator's Name: Commissioner Joe M. Flores MMP

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

Comments/Rationale for Points: has professionl staff on his team with numerous years experience –Mr. Hinojosa has over 25 years experience in the Engineering field.

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 in existence since 2000 –experienced staff.

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

Comments/Rationale for Points: Mr. Hinojosa is the designated Project Manager with over 25 years experience in Civil Engineering.

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

Comments/Rationale for Points: has dealt is very knowledgeable with county project needs and has dealt with numerous county and Pct. 3 projects for over 25 years.

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

Comments/Rationale for Points: familiar with rules and regulations

Total Score	**100**

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

Project Description: 2009 – CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: MARCH 31, 2010

Evaluator's Name: Tony BARCO - UCP

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

Comments/Rationale for Points: Firm is highly professional and known for having completed similar projects in Precinct #3 and Hidalgo County.

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: Firm is a multi-disciplinary organization providing Civil Engineering, Land Planning and Construction oversight. Have designed and completed similar projects in Pct.#3 for 25yrs.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: Project Manager (Mr. Hinojosa) will be readily available and 25yrs. experience Designing and overseeing similar projects

4. Understanding of Project	25	25

Comments/Rationale for Points: Firm will have no problem understanding this project requirements because they designed and completed similar project in the last 25yrs.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm is familiar with applicable Rules and Regulations

Total Score 99

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

Project Description: 2009 – CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: March 31, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

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

Comments/Rationale for Points: Professional qualifications are proficient and highly recommended as a Civil Engineer;

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: Based on proposed project firm has experience with various subdivisions and is familiar with the geographical area in Pct #3; as per SOQ firm has one registered engineer, (4) technicians; one survey crew and one secretary and all work is reviewed by Javier Hinojosa Engineer

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; has credentials to perform work as described for this project.

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

Comments/Rationale for Points: Firm has been doing business with County in various projects and has a clear understanding of various.

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, cities, codes etc. based on current experience with various projects.

Total Score **90**

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

Project Description: 2009 – CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: Hinojosa Engineering

Date of Evaluation: 3/31/10

Evaluator's Name: Commissioner Joe M. Flores Mmp

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	18

Comments/Rationale for Points: has organizational chart of all employees

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:

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: Project Manager/Engineer has 10 and 7 years experience

4. Understanding of Project	25	20

Comments/Rationale for Points:

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: familiar with rules and regulations

Total Score 87

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING CONSTRUCTION MATERIAL TESTING

Project Description: 2009 CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: Hinojosa Engineering, Inc.

Date of Evaluation: MARCH 31, 2010

Evaluator's Name: TONY BARCO – HCP

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

Comments/Rationale for Points: Team is highly professional with three (3) engineers working for the firm and an array of support staff who are qualified as well

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: Project Manager (Mr. Hinojosa) has 16yrs. of experience working on similar projects The support staff has extensive experience

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: Project Manager (Mr. Hinojosa) has 16yrs. experience and will be readily available to design and oversee the project

4. Understanding of Project	25	23

Comments/Rationale for Points: Team will have no problem understanding this project having done similar ones in Precinct #3 and Hidalgo County

5. Familiarity with Applicable Rules and Regulations	10	10

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

Total Score 95

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

Project Description: 2009 – CDBG-R Drainage Improvements (International Village Outfall)

Department: Hidalgo County Precinct No. 3

Name of Firm: Hinojosa Engineering

Date of Evaluation: April 01, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

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

Comments/Rationale for Points: Professional qualifications are very well identified in SOQ and has completed many projects in the Pct. #3 area with expertise on Civil & Structural Engineering

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: Hinojosa has very good reviews with completion of project and excellent reviews on upholding timelines.

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

Comments/Rationale for Points: Hinojosa currently has (2) project managers overseeing on-going projects in addition to Mr. Ricardo Hinojosa P.E. President and also has (2) engineers in training to fulfill his obligations

4. Understanding of Project	**25**	**22**

Comments/Rationale for Points: Hinojosa Engineering has a wide variety of expertise and is familiar with geographical areas in Pct.#3 and SOQ clearly defines their understanding of proposed project.

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

Comments/Rationale for Points: Firm has performed many projects within Hidalgo County among other counties and SOQ outlines their familiarity with with rules and regulations.

Total Score **97**

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

Project Description: 2009 – CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: M.E. Garcia Engineering Company

Date of Evaluation: 3/31/2010

Evaluator's Name: Commissioner Joe M. Flores Mmp

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

Comments/Rationale for Points: firm registered in 2997

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:

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

Comments/Rationale for Points: Project manager has 10 years experience

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

Comments/Rationale for Points:

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

Comments/Rationale for Points:

Total Score	**83**

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

Project Description: 2009 – CDBG-R Flood Drainage Improvements

Department: Hidalgo County Precinct No. 3

Name of Firm: M. Garcia Engineering, LLC

Date of Evaluation: March 31, 2010

Evaluator's Name: Tony Barco - UCP

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

Comments/Rationale for Points: Team is highly professional, the project Manager (Mr. Garcia) will be the Contract person

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: Team has ten (10) yrs. experience of designing and overseeing similar projects in Precinct #3 and Hidalgo County

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Project Manager has ten (10) yrs. experience and will be readily available to design and oversee the project.

4. Understanding of Project	25	24

Comments/Rationale for Points: Will have no problem understanding the project having completed similar projects

5. Familiarity with Applicable Rules and Regulations	10	10

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

Total Score 92

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

Project Description: 2009 – CDBG-R Drainage Improvements (International Village Outfall)

Department: Hidalgo County Precinct No. 3

Name of Firm: M Garcia Engineering, LLC

Date of Evaluation: April 01, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

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

Comments/Rationale for Points: Qualifications in professional engineering to related Civil Engineering projects to include but not limited to roadway planning, drainage studies utility design, construction management with approximately 10 years of experience within Hidalgo County

Experience of Project Team	**25**	**15**

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

Comments/Rationale for Points: SOQ does not reflect qualifications of current team; any overview of project is reviewed and engineered by Mariano Garcia; however reviews on work performance is very favorable and capable of performing task

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

Comments/Rationale for Points: Firm's has one project manager as per SOQ; however no qualifications available for review in SOQ.

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

Comments/Rationale for Points: References in SOQ indicate various projects already completed with very good reviews

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

Comments/Rationale for Points: Firm has experience and is familiar with all related rules & regulations for Hidalgo County , cities and other entities.

Total Score **85**

AI-20638 **19.A.**

2010 Leasing - City of Alton 033110

CC REGULAR

Date:	04/06/2010
Submitted By:	Sandra Aguirre, 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 Alton for their election to be held on May 8, 2010.

BACKGROUND

Two (2) originals 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 Lease - City of Alton

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/01/2010 08:45 AM	APRV
2	Budget & Management	Erika Zamora	04/01/2010 08:46 AM	APRV
3	Roland Garcia	Rolando Garcia	04/01/2010 09:30 AM	APRV
4	Auditor's Office	Linda Fong	04/01/2010 10:33 AM	APRV
5	Purchasing Department	Marty Salazar	04/01/2010 10:56 AM	APRV

Form Started By: Sandra Aguirre Started On: 03/31/2010 01:02 PM

Final Approval Date: 04/01/2010

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 ALTON, 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 Arcaute
City Manager
509 S. Alton, Blvd.
Alton, TX 78573

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 _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF ALTON
NAME OF LEASING ENTITY

BY: _____

PRINT: Jorge Arzate

TITLE: city manager

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Baudelia Rojas

PRINT: Baudelia Rojas

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20640 **19.B.**

2010 Leasing - City of McAllen 033110

CC REGULAR

Date:	04/06/2010
Submitted By:	Sandra Aguirre, 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 McAllen 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 Lease - City of McAllen

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/01/2010 08:45 AM	APRV
2	Budget & Management	Erika Zamora	04/01/2010 08:47 AM	APRV
3	Roland Garcia	Rolando Garcia	04/01/2010 09:31 AM	APRV
4	Auditor's Office	Linda Fong	04/01/2010 10:33 AM	APRV
5	Purchasing Department	Marty Salazar	04/01/2010 10:56 AM	APRV

Form Started By: Sandra Aguirre Started On: 03/31/2010 02:00 PM

Final Approval Date: 04/01/2010

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 McALLEN, 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 Early Voting Electronic Poll book with Voter Registration Database of $100.00 per day, plus a $20.00 charge per polling location for each username and password.

6.03 Early Voting laptop rental, including notebook, insurance, and delivery fee @ $150.00 charge per laptop, plus a charge for printer labels, Dymo printer and wireless cards.

6.04 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.

6.05 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.

6.06 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.

6.07 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.

6.08 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. Richard Cortez
Mayor
City of McAllen
P. O. Box 220
McAllen, TX 78502-0220

6.09 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 29th day of March, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF McALLEN
NAME OF LEASING ENTITY

BY: _____

PRINT: Richard Cortez

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Annette Villarreal

TITLE: City Secretary

CITY OF McALLEN
McALLEN, TEXAS

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20643 **19.C.**

2010 Leasing - City of Mission 033110

CC REGULAR

Date:	04/06/2010
Submitted By:	Sandra Aguirre, 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 Mission for their election to be held on May 8, 2010.

BACKGROUND

Two (2) originals 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 Lease - City of Mission

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/01/2010 08:45 AM	APRV
2	Budget & Management	Erika Zamora	04/01/2010 08:47 AM	APRV
3	Roland Garcia	Rolando Garcia	04/01/2010 09:32 AM	APRV
4	Auditor's Office	Linda Fong	04/01/2010 10:34 AM	APRV
5	Purchasing Department	Marty Salazar	04/01/2010 10:56 AM	APRV

Form Started By: Sandra Aguirre Started On: 03/31/2010 02:24 PM

Final Approval Date: 04/01/2010

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 MISSION, 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 Electronic Poll book with Voter Registration Database of $100.00 per day plus a $20.00 charge per polling location for each username and password.

6.03 Early Voting laptop rental, including notebook, insurance, and delivery fee @ $150.00 charge per laptop, plus a charge for printer labels, Dymo printer and wireless cards.

6.04 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.

6.05 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.

6.06 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.

6.07 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.

6.08 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. Norberto Salinas
Mayor
1201 E. 8th St.
Mission, TX 78752

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF MISSION
NAME OF LEASING ENTITY

BY: _____

PRINT: Norberto Salinas

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Anna Carrillo

PRINT: Anna Carrillo

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20646 **19.D.**

2010 Leasing - Mission CISD 033110

CC REGULAR

Date:	04/06/2010
Submitted By:	Sandra Aguirre, 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 Mission CISD 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: 2020 Lease - Mission CISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/01/2010 08:45 AM	APRV
2	Budget & Management	Erika Zamora	04/01/2010 08:47 AM	APRV
3	Roland Garcia	Rolando Garcia	04/01/2010 09:43 AM	APRV
4	Auditor's Office	Linda Fong	04/01/2010 10:35 AM	APRV
5	Purchasing Department	Marty Salazar	04/01/2010 12:15 PM	APRV

Form Started By: Sandra Aguirre Started On: 03/31/2010 03:17 PM

Final Approval Date: 04/01/2010

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 MISSION CISD 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 **Early Voting Electronic Poll book with Voter Registration Database of $100.00 per day plus a $20.00 charge per polling location for each username and password.**

6.03 **Early Voting laptop rental, including notebook, insurance, and delivery fee @ $150.00 charge per laptop, plus a charge for printer labels, Dymo printer and wireless cards.**

6.04 **There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.**

6.05 **Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.**

6.06 **If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.**

6.07 **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.**

6.08 **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
P. O. Box 659
Edinburg, Texas 78540

Sylvia Cruz
Coordinator Risk Mgmt/Employee Benefits
1201 Bryce Drive
Mission, TX 78572

6.09 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 29 th day of March, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

MISSION CISD
NAME OF LEASING ENTITY

BY: _____

PRINT: Sylvia Cruz

TITLE: Coordinator for Risk Management / Employee Benefits

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-20629 **20.A.**

Pct 3 Collection Site Lot 6

CC REGULAR

Date:	04/06/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Closing Documents for Pct 3 Collection Site Lot 6 of La Salida del Sol Estate Subdivision(Tom Gill & FM 2221); with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2010 12:27 PM	APRV
2	Olga Garza	Olga Garza	03/31/2010 01:42 PM	APRV
3	Auditor's Office		04/01/2010 12:32 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/31/2010 10:38 AM	
Final Approval Date: 04/01/2010				

AI-20582 **21.A.1.**

Precinct #4 - Appropriation of funds Road & Bridge (1204)

CC REGULAR

Date: 04/06/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 R&B (1204):
Approval of 2010 appropriation of funds for Precinct No. 4 - Paved/Unpaved Road in the total amount of $295,162.56.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of $295,162.56. Funds available for appropriation as of 3/30/10 $295,162.56.

Object Code	Appropriation Amount
346	50,000.00
626	100,000.00
731	145,162.56
Total	295,162.56

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2010 10:27 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2010 01:56 PM	APRV
3	Auditor's Office	Linda Fong	04/01/2010 12:16 PM	APRV
4	Purchasing Department	Marty Salazar	04/01/2010 12:29 PM	APRV

Form Started By: Jr. Munoz Started On: 03/29/2010 08:19 AM

Final Approval Date: 04/01/2010

DATE: April 6, 2010

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Pct. #4 R&B

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

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

2010
Appropriation
AI-20582

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1204-431-00-124-007-0-346	Hauling & Freight Services	50,000.00
0-1204-431-00-124-007-0-626	Gasoline / Diesel	100,000.00
0-1204-431-00-124-007-0-731	Roads	145,162.56
	TOTAL BUDGET INCREASE (DECREASE)	**295,162.56**

REASON: To cover expenditures for the remainder of 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20586 **21.A.2.**

Precinct #4 - Appropriation of funds - Parks (1214)

CC REGULAR

Date: 04/06/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Parks (1214):
Approval of 2010 appropriation of funds for Precinct No. 4 - Parks in the total amount of 32,377.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1214-452-00-124-009-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of $32,377.25 (609 $10,000 & 622 $22,377.25). Funds available for appropriation as of 3/30/10 $32,377.25.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2010 10:29 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/31/2010 06:32 AM	APRV
3	Auditor's Office	Angela Garcia	04/01/2010 12:32 PM	APRV

Form Started By: Jr. Munoz Started On: 03/29/2010 08:53 AM

Final Approval Date: 04/01/2010

DATE: April 6, 2010

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

2010
Appropriation
AI-20586

DEPARTMENT NAME: Pct. #4 Parks

ACCOUNT NUMBER: 0-1214-452-00-124-009-0-XXX

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1214-452-00-124-009-0-609	Agri & Landscaping Supplies	10,000.00
0-1214-452-00-124-009-0-622	Electricity	22,377.25
	TOTAL BUDGET INCREASE (DECREASE)	**32,377.25**

REASON: To cover expenditures for the remainder of 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20608 **22.B.1.**

Clarification-CC-AI #20459- 20.D.1(3-30-10)-Review Appraisal Svc.-N. "I" Rd-Ph. II Project

CC REGULAR

Date:	04/06/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a clarification to AI #20459-20.D.1-(approved CC 3-30-10)to reflect that the professional services contract to be negotiated with the number one ranked firm of HLH will be for **Review** Appraisal Services (with TxDOT ROWIS A-10 Forms) for the project described (as North "I" Road-Phase II) inasmuch as an appraisal for same has been conducted.

BACKGROUND

Department is trying to locate funding; funding source(s) will be identified prior to approval of contract(s).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Department has informed us that funding will be identified and in place before contract is approved.

Attachments

Link: Back up

Link: agenda

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/31/2010 12:38 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2010 12:39 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/31/2010 01:58 PM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Nielda Cavazos — Started On: 03/30/2010 02:03 PM

Final Approval Date: 04/01/2010

COUNTY of HIDALGO

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

EDINBURG, TEXAS 78541

March 23, 2010

Ms. Martha Salazar – Director Purchasing Department
Attn: Ms. Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing Department
2812 South Highway 281
Edinburg, Texas 78539

Dear Ms. Cavazos,

I, Oscar L. Garza, Jr., Hidalgo County Precinct 4 Commissioner is requesting the statements of qualification for the following Appraisal Firms for evaluation and selection:

1 HLH APPRAISAL SERVICES
2 PROFESSIONAL APPRAISAL SERVICES, INC.
3 SOUTHMOST APPRAISALS/ ADELAID GONZALEZ

The proposed Appraisal Firms will be providing appraisal review services with TxDot ROWIS A-10 Forms for the North "I" Road Phase II Project.

Should you have any questions, please feel free to contact my office.

Sincerely,

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4

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-20459 **44.G.0.**

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. HLH Appraisal Services ;2nd. Professional Appraisal Services ;3rd. South most Appraisal Services DBA Adelaido Gonzalez

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

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Nielda Cavazos	03/18/2010 03:41 PM	CREATED
1	Purchasing Department (Originator)			PEND
2	Budget & Management			
3	Auditor's Office			

Form Started By: Nielda Cavazos Started On: 03/18/2010 03:41 PM

AI-20231 **22.C.1.**

Health Clinic Renovations Project - CAS Invoice Requests for pymt. and Substantial Completion - Mission Clinic

CC REGULAR

Date:	04/06/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Health & Human Services Dept.

Information

CAPTION

a. Requesting acceptance and approval of "Certificate of Substantial Completion" submitted by CAS Companies, L.P., reflecting substantial completion for Mission Clinic dated as of December 17, 2009 for the project: Hidalgo County Health and Human Services "Renovation of Clinics" (2008-221A-MSS).

b. Approval of Request for Payment on the following listed invoices and amounts, from CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (2008-221A-MSS)

Clinic	PURCHASE ORDER No.	PO AMOUNT	Invoice No.	Invoice Amount	
Edinburg	617914	$129,923.08	0909806-1	$120,423.83	
Weslaco	617917	$96,884.44	0909506-1	$75,841.24	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-441-00-340-022-0-452

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

BUDGETARY IMPACT:

Ediburg Clinic - PO No. 617914 available balance as of 4-1-10 $129,923.08.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-441-00-340-024-0-452

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

BUDGETARY IMPACT:

Weslaco Clinic - PO No. 617917 available balance as of 4-1-10 $96,884.44.

Attachments

Link: Substantial Completion-Mission Clinic

Link: Edinburg-Weslaco Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2010 03:13 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2010 03:28 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/01/2010 10:48 AM	APRV
4	Auditor's Office	Linda Fong	04/01/2010 12:13 PM	APRV

Form Started By: Moises Salazar Started On: 03/03/2010 05:16 PM

Final Approval Date: 04/01/2010

Moises Salazar

From: Josie Escalante [josie.escalante@hchd.org]
Sent: Friday, March 26, 2010 12:28 PM
To: Moises Salazar
Subject: Mission Clinic
Attachments: ATT00005.txt

Moises,

Please proceed with obtaining the appropriate approvals for the substantial competition for CAS.

Work Site:
Mission Clinic
211 South Schuebach
Mission, Texas

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Humans Services
1304 South 25th Ave
Edinburg, Texas 78542

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Renovations to the Hidalgo County Health Clinic

PROJECT NUMBER: 08-1007/
CONTRACT FOR: PO # 617915
CONTRACT DATE: 2/19/09

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
CAS Companies, 111 Brand Lane, Ste. 400,
Stafford, Texas 77477

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

MISSION CLINIC

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
ALL WARRANTIES

Date of Commencement
DECEMBER 17, 2009

Reynaldo Vargas, Architect, Inc. dba V·A Architecture	R. V. A.I.A.	12/17/09
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 3,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

	Raymond Moore	2-12-10
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Hidalgo County		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES SHALL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON THURSDAY, DECEMBER 17, 2009 AT 5:00 PM

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:56:39 on 12/17/2009 under Order No.1579605167_1 which expires on 11/04/2010, and is not for resale.
User Notes:
(1097683012)

Renovations to the Hidalgo County Health Clinics
Mission

THIS PUNCHLIST APPLIES TO ALL FOUR CLINICS

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul , Project Manager

Date(s): December 17, 2009

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

I. **It is the responsibility of the General Contractor to incorporate all defective items (within the General Contractor's scope of work) noted on the TDLR Inspection Report (to be issued at a later time) by the Registered Accessibility Specialist in order be in compliance with the Texas Accessibility Standards.**

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL (WHERE APPLICABLE)

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (3) copies of each) bound in three (3), three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

a. HVAC systems flow balancing charts, records and test reports.

b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

c. Complete electrical system test charts and reports.

1. Power circuits
   All power outlets
   All GFI circuits
   All circuit breakers
   All equipment connections
   All grounding systems

2. Lighting Circuits
   All interior lighting circuits and controls
   All exterior lighting circuits and controls
   All fixture mounting and connections
   All emergency lighting

3. Appliance and Equipment Circuits
   Verify proper voltages
   Verify proper operation
   Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

d. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:

a. Plumbing Systems
b. Heating, Ventilating and Air Conditioning Systems

c. Electrical Systems
   1. Power
   2. Lighting
   3. Fire Alarm
   4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.

   a. General Contractor's 1 year Warranty
   b. Termite Protection 5 year Guarantee
   c. Roofing Contractor's 10 year Guarantee
   d. Door Manufacturer's Guarantee(s)
   e. Hardware Manufacturer's Guarantee(s

   f. Plumbing Contractor's Guarantee(s)
      1. General Guarantee
      2. Water Heater Guarantee(s)
      3. Fixtures and trim Guarantee(s)
      4. Special Equipment Guarantee(s)

   g. HVAC Contractor's Guarantee(s)
      1. General Guarantee

   h. Electrical Contractor's Guarantee(s)
      1. General Guarantee
      2. Panel and Equipment Guarantees
      3. Lighting Fixtures and Equipment Guarantee(s)
      4. Special Equipment Guarantee(s)

   i. Hollow Metal Guarantee(s)
   j. Toilet Partitions Guarantee
   k. Specialties guarantee(s)
   l. Kitchen Equipment, etc. Guarantee(s)

9. Record Drawings and Specifications

10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (3 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

Mission Clinic:

1. Clean down spouts.
2. Stripe parking Lot.
3. Fix door handle in lab.
4. Touch up handrails.
5. Fix 4068 door.
6. Install curtains in rooms 110 and 113.
7. Install covebase.
8. Repair concrete surfacing that is cracking.

CAS Companies

Invoice

Date	Invoice #
6/19/2009	0909506-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
617917	Upon Receipt	6/19/2009	2009-095-06	Weslaco Clinic

Quantity	Description	Price Each	Amount
1	Hidalgo County - Weslaco Clinic Renovations PO# 617917 PO Amount: $96,884.44	75,841.24	75,841.24
	Thank you for your business.	**Total**	$75,841.24

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

CAS Companies

Invoice

Date	Invoice #
6/19/2009	0909806-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
617914	Upon Receipt	6/19/2009	2009-098-06	Edinburg Clinic	
Quantity	Description			Price Each	Amount
1	Hidalgo County - Edinburg Clinic Renovations PO# 617914 PO Amount: $129,923.08			120,423.83	120,423.83
Thank you for your business.				**Total**	$120,423.83

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

AI-20620 **22.D.1.**

Bid Award Recomm. Audio/ Visual project for 370th Distr Crt

CC REGULAR

Date:	04/06/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** District Courts

Information

CAPTION

Recommending award of bid to the lowest bidder meeting all specifications/requirements, terms and conditions as stated in RFB NO: 2010-034-01-20-MSS- "Turnkey Purchase and Installation for new Audio and Video System" for Hidalgo County 370th District Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per Sergio Cruz, Funding Account Numbers will be provided by Budget Office.

Attachments

Link: Judge Gonzalez Award Recom

Link: IT Award Recommendation

Link: Bid Tabulation

Link: letter

Form Routing/Status

Form Started By: Moises Salazar	Started On: 03/30/2010 04:53 PM
Final Approval Date: 04/01/2010	

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

FRANK B. MORENO, CSR-RPR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

February 2, 2010

RECEIVED
FEB 02 2010
By C. 3:03 pm

TO: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

FM: Hon. Noé González
Judge Presiding

RE: Turnkey Purchase and Installation for new Audio and Video System for Hidalgo County 370th District Court
Bid No. 2010-034-01-20-MSS

This memo is to serve as notice of my recommendation on the bids submitted on the Audio/Video System for the 370th State District Court.

At first blush the lower bid seems logical until you begin to examine the products chosen by each bidder. Generally, the overall "quality" of the products that are included in the bid by "Hi Tech" (the higher bid) are far superior to those products included by "Starr Telecom". I have personally done the leg work on the research and have concluded that in the long run, it would be more beneficial and cost-effective to the taxpayers of our county to accept the "Hi Tech" bid.

The only products that I could compare are the DVR, the AMPLIFIER, and the CAMERAS, because the specs on the speakers, the wireless tuner and wireless microphones, were not provided by Starr Telecom, which is disturbing to me.

I have been on the bench for over 15 years and have always had problems with the speaker and microphone systems that I have had available, therefore, quality is extremely important in order to assure reliability. The DVR that "Starr" includes in their quote has the lowest level of performance even in that company's product comparison as opposed to what "Hi Tech" offers, which is of better quality, durability, and more importantly, reliability. The AMPLIFIER included by "Starr" is fine, although that product company makes excellent microphones, their amplifiers are middle of the road as opposed to what "Hi Tech" offers, which in my opinion is better and more reliable.

Now, the cameras included by "Starr" as compared to those included by "Hi Tech"are not even close in comparison. The quality, reliability and performance by those offered by "Hi Tech" far exceed those offered by Starr. The cameras' costs are far different because the products are far different. Finally, the installation charges are higher by "Starr" than "Hi Tech" for the same work.

Based on my independent research into the included products on these bids, I recommend that "Hi Tech" be awarded the bid. I have no problem with Starr Telecom, however, on these bids, the most important issues to me have to be quality, durability, and reliability of products we will use on a daily basis. The taxpayers will actually get a better deal for their money in the long run. We must assure that our courts work efficiently and avoid unnecessary delays due to malfunctions with equipment.

If you have any question with reference to this memo, feel free to contact me as soon as possible.

Moises Salazar

From: Stan Ramos [stan.ramos@co.hidalgo.tx.us]
Sent: Thursday, March 25, 2010 10:37 AM
To: 'Moises Salazar'
Cc: renan@co.hidalgo.tx.us
Subject: Cameras

Moises

After careful consideration the IT Dept. highly recommends that Hi-Tech Security be considered to address the security cameras and audio equipment concerns for the 370th District Court as the equipment meets the requirements for the county. If you have any questions do not hesitate to call me.

Stan Ramos III
Hidalgo County Information Technology
stan.ramos@co.hidalgo.tx.us
100 E. Cano 4th floor
Edinburg Tx, 78539
office 956-292-7010
fax 956-318-2152
cell 956-207-9883

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County**

BID OPENING DATE: **January 20, 2010**	BID OPENING TIME: **9:30 A.M.**

DESCRIPTION OF BID: **"Turnkey Purchase and Installation for new Audio and Video System for Hidalgo County 370th District Court"**

BID No: **2010-034-01-20-MSS**	BUYER: **Moises Salazar**

	NAME OF COMPANY	TOTAL PRICE (TURNKEY)	BID BOND
1	**Communications Etc (Submitted for A. Razo, LLC dba Hi-Tech Security Systems)**	**$9,663.00**	**N/A**
2	**Starr Telecom**	**$7,896.00**	**N/A**
3			
4			
5			
6			
7			
8			

PURCHASING DEPARTMENT
County Of Hidalgo

April 1, 2010

Leonel J. Lopez, President
Starr Telecom
304 W. Veterans
Palmview, Texas 78572

Re: **RFB No. 2010-034-01-20-MSS**
Hidalgo County -"Turnkey Purchase and Installation for New Audio and Video System for Hidalgo County 370th District Court"

Dear Mr. Lopez:

Hidalgo County Purchasing Department cannot recommend awarding a bid to a vendor that does not meet all specifications, requirements, terms and conditions set forth in the solicitation of sealed bids. The Purchasing Department will only recommend award to the lowest bidder. The above referenced project is scheduled for action at the next Commissioners' Court meeting.

Therefore, pursuant to the Texas Local Government Code 262.027 (c), you have the opportunity to appear at Commissioner's Court on April 6, 2010 at 9:00 a.m., located at 100 E. Cano St., 1st floor, off the atrium in Edinburg, Texas, to voice your opinion or comments you may have regarding this bid or award.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2626.

Sincerely,

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

VIA: E-mail

AI-20631 **22.E.1.**

BCAP - Precinct No. 1 - Round III - Rescind/Re-advertise
CC REGULAR

Date:	04/06/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Recommendation by project engineer, Izaguirre Engineering Group requesting action to rescind the bids awarded by CC on 11-24-09 for the projects listed below to M Construction with authority to re-advertise same for failure by vendor, M Construction to secure and provide required bonds in order to finalize contracts for:

a. C-CAP-09-371-11-24 Road & Drainage Construction for Brenda Gay Subdivision
b. C-CAP-09-372-11-24 Road & Drainage Construction for Chapa II Subdivision

BCAP projects with plans and specifications drafted by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-120-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 731-Available balance as of 3-31-10 $69,226.50
Obj. 733-Available balance as of 3-31-10 $19,872.72

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-860-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 731-Available balance as of 3-31-10 $181,286.00
Obj. 733-Available balance as of 3-31-10 $ 68,400.00

Attachments

Link: bond letter 20631
Link: Department Request Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2010 02:37 PM	APRV

2	Budget & Management	Erika Zamora	03/31/2010 02:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/31/2010 03:38 PM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Yvette Islas Started On: 03/31/2010 12:14 PM

Final Approval Date: 04/01/2010

PURCHASING DEPARTMENT
County Of Hidalgo

March 16, 2010

M Construction
Attn: Mr. Hugo A. Martinez
P O Box 250
McAllen, Texas 78501

Via: electronic mail: mash1hugo@hotmail.com & sspaving08@yahoo.com
& certified mail receipt number: 7099 3220 0002 9744 8062

Re: C-CAP-09-371-11-24 Road & Drainage Construction for Brenda Gay Subdivision
C-CAP-09-372-11-24 Road & Drainage Construction for Chapa II Subdivision
C-CAP-09-469-02-02 Road & Drainage Construction for Colonia Boyce
C-CAP-09-471-02-02 Road & Drainage Construction for Mary Ann Subdivision

Mr. Martinez,

Hidalgo County Purchasing Department previously awarded the above listed contracts to M Construction. Your company has failed to provide the required bonds for these projects. Please be advised that you have until Monday, March 22, 2010 at 5:00 pm to provide the required bonds to Hidalgo County's Purchasing Department. If you do not meet this deadline the following will occur.

Authority to rescind contract awards for failure to provide bonds and authorization for rebidding will be sought from Commissioners Court for C-CAP-09-371-11-24 Road & Drainage Construction for Brenda Gay Subdivision and for C-CAP-09-372-11-24 Road & Drainage Construction for Chapa II Subdivision.

Authority to rescind contract awards for failure to provide bonds and authorization to award to next lowest bidder will be sought from Commissioners Court for C-CAP-09-469-02-02 Road & Drainage Construction for Colonia Boyce and for C-CAP-09-471-02-02 Road & Drainage Construction for Mary Ann Subdivision.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

cc: Valde Guerra, Commissioner's Court Executive Officer
Agapito Vargas, HCCAP Director
Dr. Lori Ochoa, Chief Administrator, Pct 1
John Paul Lugo, HCCAP Coordinator, Pct. 1
Diana Izaguirre, Owner, Izaguirre Engineering Group, LTD
Leo Rodriguez, Rodriguez Engineering
Yvette Islas, HCCAP Buyer III

Please acknowledge receipt of this notice by signing below and returning to the Purchasing Department, by no later than Wednesday, March 16, 2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us.

Signature:_____ Date:_____

From:	Agapito Vargas
To:	yvette.islas@co.hidalgo.tx.us; "Martha Salazar"
Cc:	"Valde "; "Marcie Jackson"; joseph.palacios@co.hidalgo.tx.us; "Diana Izaguirre"; "Agapito Vargas"
Subject:	Rescind Action taken regarding low bid awards
Date:	Wednesday, March 31, 2010 3:14:10 PM

Yvette/Marty please place an item on CC for Tuesday 2nd April 2010 to rescind action taken on 24th November 2009 and 2nd February 2010 to award the low bid to M Company for the road and drainage construction of 3rd Call BCAP projects: Colonia Boyce, Mary Ann Subdivision, Chapa #2 and Brenda Gay.
M Company has failed to provide the County with Performance and Payment bonds to draft a contract for these projects. Leo Rodriguez is the project engineer for Colonia Boyce and Mary Ann subdivision. Izaguirre Engineering Inc. is the project engineer for Chapa #2 subdivision and Brenda Gay.
M Company has been notified to produce the bonds for the last few months to no avail.
The ninety days has not expired to award the low bid to the second low bidder for Mary Ann and Colonia Boyce.
If you have any questions, please let me know

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-20633 **22.E.2.**

BCAP - Precinct No. 1 - Round III - Rescind/Award Next Lowest Bidder
CC REGULAR

Date:	04/06/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

a. Recommendation by project engineer, Rodriguez Engineering for action to rescind bids awarded by CC to M Construction on 02-20-10 for the BCAP projects listed/detailed below for failure by vendor, M Construction to obtain and provide required bonds for the following:

1. C-CAP-09-469-02-02 Road & Drainage Construction for Colonia Boyce;
2. C-CAP-09-471-02-02 Road & Drainage Construction for Mary Ann Subdivision;

b. Recommendation by project engineer, Rodriguez Engineering for CC to award bids on the project listed in caption item above to the next lowest bidders meeting all specifications for the listed BCAP projects:

1. Valley Paving Inc.-$119,109.35- C-CAP-09-469-02-02 Road & Drainage Construction- Colonia Boyce;
2. Asago Construction-$162,861.00-C-CAP-09-471-02-02 Road & Drainage Construction- Mary Ann Subdivision;

with plans and specifications to be drafted by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-232-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 731-Available balance as of 3-31-10 $97,924.00

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-895-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 731-Available balance as of 3-31-10 $152,036.00
Obj. 733-Available balance as of 3-31-10 $ 34,588.00

Attachments

Link: bond letter 20633

Link: boyce b tab sheet 20633

Link: mary ann b tab sheet 20633

Link: ai request 20633

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2010 02:57 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2010 03:10 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/31/2010 03:40 PM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Yvette Islas Started On: 03/31/2010 12:18 PM

Final Approval Date: 04/01/2010

PURCHASING DEPARTMENT
County Of Hidalgo

March 16, 2010

M Construction
Attn: Mr. Hugo A. Martinez
P O Box 250
McAllen, Texas 78501

Via: electronic mail: mash1hugo@hotmail.com & sspaving08@yahoo.com
& certified mail receipt number: 7099 3220 0002 9744 8062

Re: C-CAP-09-371-11-24 Road & Drainage Construction for Brenda Gay Subdivision
C-CAP-09-372-11-24 Road & Drainage Construction for Chapa II Subdivision
C-CAP-09-469-02-02 Road & Drainage Construction for Colonia Boyce
C-CAP-09-471-02-02 Road & Drainage Construction for Mary Ann Subdivision

Mr. Martinez,

Hidalgo County Purchasing Department previously awarded the above listed contracts to M Construction. Your company has failed to provide the required bonds for these projects. Please be advised that you have until Monday, March 22, 2010 at 5:00 pm to provide the required bonds to Hidalgo County's Purchasing Department. If you do not meet this deadline the following will occur.

Authority to rescind contract awards for failure to provide bonds and authorization for rebidding will be sought from Commissioners Court for C-CAP-09-371-11-24 Road & Drainage Construction for Brenda Gay Subdivision and for C-CAP-09-372-11-24 Road & Drainage Construction for Chapa II Subdivision.

Authority to rescind contract awards for failure to provide bonds and authorization to award to next lowest bidder will be sought from Commissioners Court for C-CAP-09-469-02-02 Road & Drainage Construction for Colonia Boyce and for C-CAP-09-471-02-02 Road & Drainage Construction for Mary Ann Subdivision.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

cc: Valde Guerra, Commissioner's Court Executive Officer
Agapito Vargas, HCCAP Director
Dr. Lori Ochoa, Chief Administrator, Pct 1
John Paul Lugo, HCCAP Coordinator, Pct. 1
Diana Izaguirre, Owner, Izaguirre Engineering Group, LTD
Leo Rodriguez, Rodriguez Engineering
Yvette Islas, HCCAP Buyer III

Please acknowledge receipt of this notice by signing below and returning to the Purchasing Department, by no later than Wednesday, March 16, 2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us.

Signature:_____ Date:_____

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: DECEMBER 23, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR COLONIA BOYCE SUBDIVISION"

BID NO: CAP-2009-469-12-23-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	O. G. Construction	$129,791.00	Bid Bond Included
2.	Garcia & Martinez Paving, Inc.	$128,450.75	Bid Bond Included
3.	Asago Construction	$121,753.75 read amount $121,723.75 correct amount	Bid Bond Included
4.	Valley Paving Inc.	$119,109.35	Bid Bond Included
5.	Sascon, Inc.	$138,709.25	Bid Bond Included
6.	IOC Company, LLC	$130,956.12 read amount $130,959.32 correct amount	Bid Bond Included
7.	M Construction LTD	$112,162.00	Bid Bond Included
8.	D. M. Roth, Inc.	$186,167.00	Bid Bond Included
9.	J. M. Construction	$130,520.00	Bid Bond Included

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: DECEMBER 23, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR MARY ANN SUBDIVISION"

BID NO: CAP-2009-471-12-23-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	O. G. Construction	$199,695.00 read amount $199,295.00 correct amount	Bid Bond Included
2.	Garcia & Martinez Paving, Inc.	$165,326.95	Bid Bond Included
3.	Asago Construction	$162,861.00	Bid Bond Included
4.	J. M. Construction	$199,575.00	Bid Bond Included
5.	IOC Company, LLC	$188,304.20	Bid Bond Included
6.	D. M. Roth. Inc.	$214,491.00	Bid Bond Included
7.	M Construction	$152,253.00	Bid Bond Included
8.	Valley Paving Inc.	$164,997.90	Bid Bond Included
9.	Sascon Inc.	$180,258.40	Bid Bond Included

From:	Agapito Vargas
To:	yvette.islas@co.hidalgo.tx.us; "Martha Salazar"
Cc:	"Valde "; "Marcie Jackson"; joseph.palacios@co.hidalgo.tx.us; "Diana Izaguirre"; "Agapito Vargas"
Subject:	Rescind Action taken regarding low bid awards
Date:	Wednesday, March 31, 2010 3:14:10 PM

Yvette/Marty please place an item on CC for Tuesday 2nd April 2010 to rescind action taken on 24th November 2009 and 2nd February 2010 to award the low bid to M Company for the road and drainage construction of 3rd Call BCAP projects: Colonia Boyce, Mary Ann Subdivision, Chapa #2 and Brenda Gay.
M Company has failed to provide the County with Performance and Payment bonds to draft a contract for these projects. Leo Rodriguez is the project engineer for Colonia Boyce and Mary Ann subdivision. Izaguirre Engineering Inc. is the project engineer for Chapa #2 subdivision and Brenda Gay.
M Company has been notified to produce the bonds for the last few months to no avail.
The ninety days has not expired to award the low bid to the second low bidder for Mary Ann and Colonia Boyce.
If you have any questions, please let me know

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-20619 **22.F.1.**

Acceptance of Certificate of Completion - RCC Sheriff's New Comm. Syst. Consulting Svcs.

CC REGULAR

Date:	04/06/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Acceptance and approval of "Certificate of Completion" for Phases I and II, submitted by RCC Consultants, Inc. in connection with contract #C-09-122-10-20/PO#631026 for: "Hidalgo County Sheriff's Office - Professional Engineering Consulting Services for the Design of New Communications System".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Purchase Orders #631026 already issued for Phases I & II, therefore fiscal impact has been addressed.

Attachments

Link: Substantial Completion Ph 1 and 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2010 03:18 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2010 03:34 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/01/2010 10:49 AM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Moises Salazar Started On: 03/30/2010 04:42 PM

Final Approval Date: 04/01/2010

March 12, 2010

Reference

Client-Project Number:	County of Hidalgo, TX
Project Name:	Hidalgo County Communications System
Hidalgo County Contract No.:	C-09-122-10-20
Effective Date:	October 20, 2009 between Hidalgo County and RCC Consultants, Inc.

Certificate of Completion

By signing this Certificate of Completion, the signatory hereby certifies that the following deliverable(s) has (have) been delivered and is (are) complete. All deliverables listed below have been inspected by the signatory, have been found to meet the requirements specified in the contract, and are accepted as of the date indicated below.

Deliverable Schedule

No.	Item
1	**Phase I System Needs Analysis Report** Review Copy delivered December 11, 2009 Report Accepted March 12, 2010
2	**Phase II Feasibility and Radio Spectrum Analysis Report** Review Copy delivered December 11, 2009 Report Accepted March 12, 2010

County of Hidalgo, Texas

By: Alan Johnston Date: 3/12/10

Approved by: _____

Authorized County Representative Name

_____

Authorized County Representative Title

AI-20339 **22.G.1.**

Licensed Professional Counselor(s) For Expansion Of Current Pool
CC REGULAR

Date:	04/06/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Juvenile Probation

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval of the qualifying participates submitting responses to the "Expansion Of Pool for Licensed Professional Counselor(s)" to provide necessary/required services on as as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center-RFP No. 2010-023-02-10-SGS, and;

b. Requesting approval of the final negotiated contracts for RFP No. 2010-023-02-10-SGS Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center-"Expansion of Pool for Licensed Professional Counselor(s)".

BACKGROUND

Services"Pool/Roster" shall be in concurrence with the the existing term and conditions as the current pool for Licensed Professional Counselors.

Insurance will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1286-423-00-330-005-0-331

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

BUDGETARY IMPACT:

Available funds as of 03/31/10 is $42,387.00; Services are on an As Needed Basis.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 03/31/10 is $105,413.41; Services are on an As Needed Basis.

Attachments

Link: Growing Generation-contract, Best & Final etc

Link: Guzman & Assoc.- Contract, Best & Final Offer, etc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2010 03:36 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2010 03:39 PM	APRV
3	Perla Lopez	Perla Lopez	03/31/2010 07:59 AM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Sandy Suarez Started On: 03/11/2010 10:03 AM

Final Approval Date: 04/01/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-10-023A-04-06

THIS AGREEMENT is made effective the 6th day of April, 2010, by and between JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER, a department of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "Department") and Lilia Varela-Rios dba Growing Generations Of South Texas (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

W I T N E S S E T H:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting "Psychological Examinations" of the Clients as required by the Department;

(d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $ 85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $ 80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be effective upon approval by Commissioner's Court with termination date of January 19, 2011 with County's option to renew/extend under the same rates, terms and Conditions in concurrence with existing pool. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Lilia Varela-Rios dba Growing Generations Of South Texas 3012 E. Main Avenue, Suites A & B Alton, Texas 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto convenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ **DATE:**_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ **DATE:**_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ **DATE:**_____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL"

RFP NO: 2010-023-02-10-SGS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL"

RFP NO: 2010-023-02-10-SGS

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)" in order to establish an "Expansion" to the existing "Pool" of Licensed Professional Counselors" on an "As Needed Basis". Counseling Services "Pool/Roster" shall be effective upon approval by Commissioner's Court with termination date to concur with current existing pool terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Counselor(s) Request For Proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2010-023-02-10-SGS

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 03, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 05, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an "**Expansion**" to the existing Pool of Licensed Professional Counselor(s).

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract

or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the " Expansion" to the existing Pool/Roster shall be effective upon approval by Commissioner's Court with the termination date to concur with the current existing Pool Term for one (1) year with County's option to renew/extend for an additional one (1) year term, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (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.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;

6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:

    i. criminal/gang orientation
    ii. aggressive behavior
    iii. lack of victim empathy
    iv. substance abuse
    v. educational issues
    vi. issues with authority
    vii. lack of pro social values
    viii. emotional/mental health disorders
    ix. impulsive-aggressive behaviors
    x. low intellectual capacity
    xi. educational issues
    xii. chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". **The department will not be financially responsible for missed appointments.**

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PROFESSIONAL COUNSELOR(S): (30 Points)**
The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board Of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. **COST: (20 Points)**
Provide fee cost per individual, family, group, per hour sessions as requested in scope of service and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs. **Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the**

current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 10, 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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"
PAYMENT SCHEDULE
(Including Best And Final Offer)

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $ 80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $ 50.00 Maximum/Per Hour

EXHIBIT "C"
INSURANCE REQUIREMENTS

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ms. Lilia Varela-Rios MS, LCDC,LBSW, CART
Growing Generations of South Texas

From: Sandy Suarez, Buyer I for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

MAR 03 2010
4:

Date: March 1, 2010

Re: Best and Final Offer –RFP NO: 2010-023-02-10-SGS
Hidalgo County Juvenile Probation Department-"Licensed Professional Counselor(s) For Expansion Of Current Pool"

Pursuant to today's meeting-March 01, 2010, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Chief Juvenile Probation Officer, Mr. Israel "Buddy" Silva, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) Hidalgo County's Procedures.
b) Scenario of receiving a referral from Hidalgo County Juvenile Justice Center.
c) Discussion of Background checks.
d) Schedule of Fees were discussed and agreed upon. Fees shall be at the same rate as the current County contracted Licensed Professional Counselors.
e) Acceptance of Medicaid.

The Schedule of Fees is a followed:

a) Individual Counseling Fee Per Hour- $85.00 Maximum/Per Hour/Per Individual
b) Family Counseling Fee Per Hour- $85.00 Maximum /Per Hour/Per Family
c) Group Counseling Fee Per Hour- $28.00 Maximum/Per Hour/Per Individual/Per Group
d) Initial Intake Fee Per Hour- $135.00 Maximum/Per Hour/Per Intake
e) Court Fee Cost Per Hour- $80.00 Maximum/Per Hour
f) Consultation Fee Per Hour- $50.00 Maximum/Per Hour

At this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Wednesday, March 03, 2010 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4860. Thank you.

Best and Final Offer $ As stated above

Signed: _____ **Title:** Owner/Director

Printed Name: Lilia Varela-Rios

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-10-023-04-06

THIS AGREEMENT is made effective the 6th day of April, 2010, by and between JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER, a department of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "Department") and Tony Guzman dba Guzman & Associates (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

W I T N E S S E T H:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting "Psychological Examinations" of the Clients as required by the Department;

(d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $ 85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $ 80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be effective upon approval by Commissioner's Court with termination date of January 19, 2011 with County's option to renew/extend under the same rates, terms and Conditions in concurrence with existing pool. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Tony Guzman dba Guzman & Associates 210 West Nolana, Suite B McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto convenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ **DATE:**_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ **DATE:**_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ **DATE:**_____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL"

RFP NO: 2010-023-02-10-SGS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL"

RFP NO: 2010-023-02-10-SGS

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)" in order to establish an "Expansion" to the existing "Pool" of Licensed Professional Counselors" on an "As Needed Basis". Counseling Services "Pool/Roster" shall be effective upon approval by Commissioner's Court with termination date to concur with current existing pool terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Counselor(s) Request For Proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2010-023-02-10-SGS

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 03, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 05, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an "**Expansion**" to the existing Pool of Licensed Professional Counselor(s).

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract

or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the " Expansion" to the existing Pool/Roster shall be effective upon approval by Commissioner's Court with the termination date to concur with the current existing Pool Term for one (1) year with County's option to renew/extend for an additional one (1) year term, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (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.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;

6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:

    i. criminal/gang orientation
    ii. aggressive behavior
    iii. lack of victim empathy
    iv. substance abuse
    v. educational issues
    vi. issues with authority
    vii. lack of pro social values
    viii. emotional/mental health disorders
    ix. impulsive-aggressive behaviors
    x. low intellectual capacity
    xi. educational issues
    xii. chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". **The department will not be financially responsible for missed appointments.**

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PROFESSIONAL COUNSELOR(S): (30 Points)**
The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board Of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. **COST: (20 Points)**
Provide fee cost per individual, family, group, per hour sessions as requested in scope of service and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs. **Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the**

current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 10, 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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"
PAYMENT SCHEDULE
(Including Best And Final Offer)

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $ 80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $ 50.00 Maximum/Per Hour

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Mr. Tony Guzman, M. Ed. LPC
Guzman & Associates

From: Sandy Suarez, Buyer I for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: March 1, 2010

Re: Best and Final Offer –RFP NO: 2010-023-02-10-SGS
Hidalgo County Juvenile Probation Department-"Licensed Professional Counselor(s) For Expansion Of Current Pool"

Pursuant to today's meeting-March 01, 2010, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Chief Juvenile Probation Officer, Mr. Israel "Buddy" Silva, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) Hidalgo County's Procedures.
b) Scenario of receiving a referral from Hidalgo County Juvenile Justice Center.
c) Discussion of Background checks.
d) Schedule of Fees were discussed and agreed upon. Fees shall be at the same rate as the current County contracted Licensed Professional Counselors.
e) Acceptance of Medicaid.

The Schedule of Fees is a followed:
a) Individual Counseling Fee Per Hour- $85.00 Maximum/Per Hour/Per Individual
b) Family Counseling Fee Per Hour- $85.00 Maximum /Per Hour/Per Family
c) Group Counseling Fee Per Hour- $28.00 Maximum/Per Hour/Per Individual/Per Group
d) Initial Intake Fee Per Hour- $135.00 Maximum/Per Hour/Per Intake
e) Court Fee Cost Per Hour- $80.00 Maximum/Per Hour
f) Consultation Fee Per Hour- $50.00 Maximum/Per Hour

At this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Wednesday, March 03, 2010 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4860. Thank you.

Best and Final Offer $ As stated above.

Signed: _____ **Title:** LPC (owner)

Printed Name: Tony Guzman

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "C"
INSURANCE REQUIREMENTS

AI-20545 **22.H.2.**

Printed Items and Related Supplies

CC REGULAR

Date:	04/06/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Recommending award of multiple bids and approval of contract documents to the lowest bidder per line item meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County - "Printed Items and Related Supplies" Bid No 2010-025A-03-03-YZV;

b. Authority to Re-Advertise for "Printed Items and Related Supplies" for the following Departments:

1. Sheriff Department
2. Other Departments

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

See attached report for funding availability. rc

Attachments

Link: PARTICIPATION-ACCEPTANCE SHEETS

Link: exp. report

Link: DEPARTMENTS - RECOMMENDATION

Link: GULF DATA CONTRACT 10-025A1

Link: GATEWAY CONTRACT 025A2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2010 03:44 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2010 03:47 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/01/2010 10:00 AM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Yolanda Velasquez
Started On: 03/24/2010 03:34 PM
Final Approval Date: 04/01/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RQ

BID OPENING DATE: MARCH 03, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Printed Items & Related Supplies"

BID NO.: 2010-025A-01-27-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ASAP Printing Shop Requested by: Sean O'Connor	EM/IP	soconnor@asapprintingsolutions.com	02/17/10	310 S. 23rd Street McAllen, Texas 78501 Tel: 630-6116
2.The IRIS Companies Requested by: Cathy Russell	EM	russellc@irisltd.com	02/17/10	~~"NOT INTERESTED"~~
3.Hypermotion Designs Requested by: Aimee Schumacher	EM	aimeeschu@yahoo.com	02/17/10	Tel: (972)562-6605
4.Marfield Corporate Stationery Requested by: Lee Ann Packard	EM	Leeann_packard@marfield.com	02/17/10	Tel: (877)245-9122 Fax: (800) 432-9404
5.Curtis 1000 Requested by: Oscar Zapata	EM	ozapata@curtis1000.com	02/17/10	P.O. Box 4547 McAllen, Texas 78501 Tel: 605-1309
6.Professional Election Materials Requested by: Eileen Rogers	IP/EM	Eileen@pem2010.com	02/17/10	5012 Frances Street Omaha, NE 68106
7.Copy Express Legal & Corporate copy Services Requested by: Robert Chapa	EM	Copy-express@sbcglobal.net	02/17/10	Tel: (956) 318-5995 Fax: (956) 318-5989
8.Safeguard Universal Requested by: Anzaldua	EM	aanzaldua@safeguarduniversal.com	02/17/10	1728 Santa Fe Corpus Christi, TX 78404 Tel: (800) 221-7419
9.Mike Young Business Forms Requested by: Mike Young	EM	Ymybf88@aol.com	02/17/10	1916 Pelican McAllen, TX 78504 Tel: (956) 631-5769
10. Gulf Data Products Requested by: Kevin Kanipe	EM	Gulfdata2@sbcglobal.net	02/17/10	810 E Harrison Harlingen, Texas 78550
11.Alamo Printing & Advertising Requested by: Basilio Rendon	EM	basiliorendon@yahoo.com	02/17/10	P.O. Box 49 Alamo, Texas 78516

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: MARCH 03, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Printed Items & Related Supplies"

BID NO.: 2010-025A-01-27-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. GATEWAY Printing Jones Cook	EM/IP	Jessica Cook	2/17/2010	315 So. Closner Edinburg, TX 821-3126-383-3861
2. Alamo Printing	EM	Baldwin Kendon	2/18/10	534-4603
3. AC Printing	EM/TR	les@acprinting.com	2/22/10	3400-1 S. Raider Drive Eules, TX 76040 Tel: 817-267-8892
4. ~~Mackin Educational~~ Resources	EM	~~Krista.briggs@mackin.com~~	2/22/10	~~Not interested~~
5. GULF DATA PRODUCTS	EM	Ken Kenzie gulfdata2@sbcglobal.net	2-23-10	802-7467 cell
6. Promotional Concept LLC Requested by Casey Watts	EM	casey@promoconcepts rgv.com	2/23/10	3400 N. McColl Rd McAllen, TX 78501
7. Oscar Zapata / Curtis	EM		2/23/10	PO Box 4747 McAllen, TX
8.	EM			
9.	EM			
10.	EM			
11.	EM			
12.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: MARCH 03, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PRINTED ITEMS & RELATED SUPPLIES"

BID NO: 2010-025A-03-03-YZV	**BUYER: YOLANDA VELASQUEZ**

BID # RFB#	NAME OF COMPANY	Acknowledgement	Addendum 1	Addendum 2
#1	CURTIS 1000	√	√	√
#2	HYPER MOTION	√	√	√
#3	GATEWAY PRINTING	√	√	√
#4	GULF DATA PRODUCTS	√	√	√
#5	SAFEGUARD	√	√	√
#6				
#7				
#8				
#9				
#10				
#11				
#12				

AI 20545

Run Date 04/01/10 08:38 AM

Hidalgo County

Page No 1

For 01/01/10 - 01/31/11

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-090-001-0-550	DIST CLERK-PRINTING & BINDING	45,000.00	11,409.00	11,176.20	11,176.20	22,414.80	50.19
0-1100-413-00-110-006-0-601	CO JUDGE-OFFICE & COMPU SUPPL	6,627.00	766.17	1,526.84	1,526.84	4,333.99	34.60
0-1100-415-40-180-001-0-550	CO CLERK-PRINTING & BINDING	30,000.00	8,172.30	5,130.40	5,130.40	16,697.30	44.34
0-1100-432-00-122-001-0-550	PCT2 SANITATION-PRINTING & BINDING	950.00	.00	.00	.00	950.00	.00
0-1202-431-00-122-005-0-550	PCT2 RD ADM-PRINTING & BINDING	1,000.00	.00	45.95	45.95	954.05	4.60
0-1237-415-40-180-003-0-601	CC REC MGMT-OFFICE & COMPU SUPPL	6,733.00	.00	.00	.00	6,733.00	.00

0-1100-466-00-122-018-0-550 Pct2CRC — Ø available balance

0-1100-466-00-122-082-0-550 Pct. 2-CRC South Tower Rd. — Ø available balance

0-1237-415-40-180-003-0-550 CO. Clerk's-Records Management — Ø available balance

MEMORANDUM

TO: Arturo Guajardo Jr.
Hidalgo County Clerk

Attn: Rene Perez,
Administrative Assistant

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: March 8, 2010

RE: Request Recommendation for RFB 2010-025A-03-03--YZV
"Printed Items and Related Supplies"

Attach you will find a copy of the bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Wednesday, March 10, 2010.

Indicate recommendations or concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require additional information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Gateway Printing	
Gulf Data Products	

Budget Acct №: 0-1100-415-40-180-001-0-550 / 0-1237-415-40-180-003-0-550

Department: Hidalgo County Clerk's

Concerns: _____

_____

Authorized Signature	Annette C. Muniz	3/30/2010
	Printed Name	Date

MEMORANDUM

TO: Commissioner Hector (Tito) Palacios

Attn: Yolanda Cisneros

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: March 8, 2010

RE: Request Recommendation for RFB 2010-025A-03-03--YZV
"Printed Items and Related Supplies"

Attach you will find a copy of the bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Wednesday, March 10, 2010.

Indicate recommendations or concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require additional information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Gulf Data	See Marked Bid Tabulation
Gate Way Printing	See Marked Bid Tabulation

Budget Acct №: Accounts Varies. - See attachement

Department: Hidalgo County Precinct. 2

Concerns: _____

Yolanda Cisneros — Yolanda Cisneros — 3/10/10

Authorized Signature — Printed Name — Date

MEMORANDUM

TO: Laura Hinojosa, District Clerk

ATTN: Stephanie Palacios,
Administrative Assistant

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: March 5, 2010

RE: Request Recommendation for RFB 2010-025A-03-03--YZV
"Printed Items and Related Supplies"

Attach you will find a copy of the bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Wednesday, March 10, 2010.

Indicate recommendations or concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require additional information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Gateway	Business Cards, Custom Rubber stamps (All
	District Clerk County Seal - Envelopes w/ logo - canary yell
Gulf Data Products	Envelopes w/ logo - light blue
	Civil & Criminal Docket Sheets

Budget Acct №: 0-1100-412-00-090-001-0-550

Department: Hidalgo County District Clerk

Concerns: _____

Stephanie Palacios — Stephanie Palacios — 3/12/10
Authorized Signature — Printed Name — Date

MEMORANDUM

RECEIVED
MAR 29 2010
By

TO: Rene A. Ramirez
Hidalgo County Judge

Attn: Terri Garcia
Administrative Aide II

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: March 8, 2010

RE: Request Recommendation for RFB 2010-025A-03-03--YZV
"Printed Items and Related Supplies"

Attach you will find a copy of the bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Wednesday, March 10, 2010.

Indicate recommendations or concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require additional information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Gulf Data	

Budget Acct №: 0-1100-413-00-110-006-0-601

Department: County Judge's Office

Concerns: _____

2010 MAR 29 AM 11 15
COUNTY AUDITOR
RECEIVED BY

Authorized Signature | Printed Name | Date

Mari Gutierrez 3/29/10

MEMORANDUM

TO: Hidalgo County Sheriff Department

Attn: Juan Tapia, Procurement Specialist

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: March 5, 2010

RE: Request Recommendation for RFB 2010-025A-03-03--YZV
"Printed Items and Related Supplies"

Attach you will find a copy of the bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Wednesday, March 10, 2010.

Indicate recommendations or concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require additional information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
	Award to Lowest Bidder(s)
	Multiple Bids

Budget Acct №: 10-1100-423-21-280-002-0-550
10-1100-421-00-280-001-0-550

Department: Sheriff's Office

Concerns: _____

R. "Sonny" Martinez 3/30/10

Authorized Signature Printed Name Date

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-025A1-04-06

THIS CONTRACT is made and entered into this **06th** day of **April, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **E. A. Stone Inc. dba/Gulf Data Products** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS AND RELATED SUPPLIES "** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning **April 06, 2010** and ending on **February 15, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 products/orders will be shipped FOB Hidalgo County Offices.

6. 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.

7. 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.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**E. A. Stone, Inc.** **DBA/Gulf Data Products** **810 E. Harrison** **Harlingen, Texas 78550**

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. 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 without cause with thirty day's written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT: 04/06/2010

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 16, 2010

RE: Hidalgo County
Request for Bids – Hidalgo County
"Printed Items and Related Supplies"
Bid Nº 2010-025A-03-03-YZV

Dear Sir or Madam

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
"Printed Items and Related Supplies"
Bid No: 2010-025A-03-03-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 22 page.**
4. **Exhibit "B" Bid Page consisting of 12 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 6 pages.**
9. **Certification Regarding Debarment 1 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-025A-03-03	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"PRINTED ITEMS AND RELATED SUPPLIES"

BID OPENING DATE

MARCH 03, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Printed Items and Related Supplies-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-025A-03-03-YZV-Printed Items and Related Supplies – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 03, 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-2010-025A-03-03-YZV-RFB-Printed Items and Related Supplies–Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles

and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"Printed Items and Related Supplies -Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 03, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by

Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered

null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Printed Items and Related Supplies"
BID NO.: 2010-025A-03-03-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY-RFB Nº 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide all materials, supplies, equipment, tools, services and labor necessary on "Specialty Printed Items and Related Supplies" on an "**As Needed Basis"** including, but not limited to, the following:

Specifications:

Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional cost **Samples** will be provided to County Department(s) designee, prior to printing, for approval by Hidalgo County Departments designee(s) **Proofs:** When requested, proofs shall be supplied prior to printing at no additional cost to the County. The proof shall then be dated, signed by user department(s) and returned to vendor prior to printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County Department(s), if requested by Hidalgo County Department(s) and shall deliver all completed work to the addresses listed on the County Purchase order. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Book/Booklets: For items which are shown in description as "book and booklet" the quantity shall be bid as the number of book/booklets (not number of individual sheets, etc.)

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: yolanda.velasquez@co.hidalgo.tx.us**. When discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration.

Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

SECTION I: DISTRICT CLERKS:

Description	Quantity	Special Instructions
• **BUSINESS CARDS** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	500 per box	1 persons/ 1 box
• **BUSINESS CARDS** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	500 per box	2 persons/1 box per each
• **ENVELOPES W/SEAL- -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, Black and Red ink and black ink seal 500 per box, Light Blue Envelopes, With Window		
• **ENVELOPES W/SEAL** Size 4" x 8 ¾", Standard Envelopes, flat Print, black ink and watermark seal, 500 per box, Canary Yellow Envelopes, No Windows		
• **CIVIL DOCKET FORM –** Legal Size Paper 14" x 8 ½", Black Ink, Flat Print, Front and Back, 80# Paper, White		
• **CRIMINAL DOCKET FORM –** Legal Size Paper 14" x 8 ½", Black Ink, Flat Print, Front and Back, 80# Paper, White		

SECTION II: COMMISSIONER PRECINCT 2:

• **BUSINESS CARDS --** 3½" X 2", Raised Lettering, Red and Navy Blue, Single sided print, Portrait Landscape Layout, 500 per box	1box of 500	9 persons 1 box per ea/ Portrait Card Layout
• **BUSINESS CARDS --** 3½" X 2", Raised Lettering, Water mark seal, Red and Navy Blue, Single sided print, Portrait Landscape Layout, 500 per box	1 box of 500	
• **BUSINESS CARDS --** 3½" X 2", Raised Lettering, Red, Black Ink, with Gold Foil Seal Single sided print, Portrait Landscape Layout, 500 per box		
• **LETTERHEAD PAPER -** 8.5" X 11", #20 White Paper, 25% Cotton Paper one sided print, raised blue ink print, 500 sheets per ream,		

SECTION III: SHERIFF DEPARTMENT

Description	Quantity	Special Instructions
• **INMATE REQUEST FORMS-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding	30,000 ea	
• **BAIL BOND FEE REFUND FORMS-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding	300	Commencing Number:_____
• **ADMINISTRATIVE ACTION FORM –** Size 8 ½" x 5", Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
• **EVIDENCE CARDS** – 5" X 4¼" Card Stock, White Paper, Single sided print, Black ink	11,000	
• **EVIDENCE/INVENTORY CONTROL REPORT –** Legal Size Paper, 8½" X 14" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
• **CIVIL AND WARRENTS WRIT OF POSSESSION NOTICE –** Letter Size, 8½" X 11" Card Stock Single sided print, **red** ink print,	1,000	
• **NAME PALCEMENT CARD** 10" x 8"- Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card	500	
• **SHERIFF BADGE STICKERS-**Roll, black background with Gold Foil Seal	10,000 stickers	
• **CHILD ID CARD –** 8 ½" X 5½" Manilla stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½'x 2" back to Back printing, score across center of paper	5,000	
• **OPERATION CHILD SAFEGUARD FLYERS -** 8½" X 11" Page Size, Eggshell Color Coated Paper, w/pictures, Red and black ink flat print, gold ink Logo	5,000	
• **RECRUITMENT FLYERS -** 8½" X 11" Page Size, Eggshell color coated Paper, w/pictures, Red and black ink flat print, gold ink Logo w/ blue lettering, back to back printing, tri-fold (score)	5,000	
• **LATENT FINGERPRINT INDEX CARD-**Size 3"x5", White, Black ink print, front side print	5,000	
• **LATENT PRINT ENVELOPE –** 6½" X 3 ½", White Envelope, Black Ink, One front side print	2,000	
• **OFFICIAL PHOTOGRAPH –** 3" X 2½", White Index Card Stock, Black ink, front side print	2,000	
• **ENVELOPE –** 5 ½" X 3¼", Manilla Envelope, Black ink, front side print	3,000	

SECTION IV: COUNTY CLERKS OFFICE:

Description	Quantity	Special Instructions
• **RECREATIONAL FISHING REGULATIONS CARDS-** Vinyl/Plastic Card 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	2010-2011 –YEAR ?
• **RECREATIONAL HUNTING REGULATIONS CARDS –** Vinyl/Plastic Stock 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	2010-2011 YEAR?
• **BUSINESS CARDS - -** 3½" X 2", Blue and red ink Raised Lettering, w/ blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		
• **BUSINESS CARDS - -** 3½" X 2", Blue and red ink Raised Lettering, w/blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		
• **ENVELOPES W/LOGO -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, with window	40 boxes of 500 per box	
• **ENVELOPES W/LOGO -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, plain with no window	40 boxes of 500 per box	
• **ENVELOPES W/LOGO -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window	40 boxes of 500 per box	
• **LETTERHEAD PAPER -** 8.5" X 11", #20 -25% Cotton Paper, one sided print, flat print blue/red ink, blue seal w/blue flat lettering, 500 per ream, Watermark seal	30 reams of 500 sheets	
• **CERTIFICATE OF WITHDRAWAL FROM BUSINESS--** 8.5" X 11", Black ink printing, blue border, Fine quality bond paper	10,500 ea	
• **ASSUMED NAME CERTIFICATE-** 8.5" X 11" Form, Black border, Black ink printing, Double sided print, fine quality bond paper	10,500 ea	
• **NEWLY WED LETTER--** 8.5" X 11", Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal	10,000ea	
• **SCRATCH PADS –** 7" X 4 ¼" –Note pad, rounded corners	500 pads of	

SECTION V: COUNTY JUDGE

• **BUSINESS CARDS** – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box	1 box of 250	9 persons/1 bx per ea of 250
• **LETTERHEAD PAPER**– 8.5"x11" 25% Cotton Paper, Raised lettering w/gold Ink Seal		Needed toward end of 2010

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for one (1) year and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. Hidalgo County reserves the right to increase or decrease the number of items during the term of the resulting Agreement.

4. The bidder(s) whom are awarded the bid will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

5. Bid prices are to remain firm from BID AWARD DATE through the entire term of the contract.

6. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

7. Hidalgo County reserves the right to award the bid to **MULTIPLE responsible low** bidders per section or line item if the County determines it is in its best interest to do so. There is no guarantee on annual volume and will be on an "as needed basis only".

8. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

10. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased throughout the term of the contract.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, February 24, 2010 to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, February 26, 2010.**

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor:_____

Description	Estimated Quantity	Unit Price	Total Price
SECTION I – DISTRICT CLERKS:			
BUSINESS CARDS	500 per box		
BUSINESS CARDS	500 per box		
ENVELOPES W/SEAL-LIGHT BLUE			
ENVELOPES W/SEAL-CANARY YELLOW			
CIVIL DOCKET-LEGAL SIZE			
CRIMINAL DOCKET – LEGAL SIZE			
SECTION II – COMISSIONER PRECINCT 2			
BUSINESS CARDS	500 per box		
BUSINESS CARDS	500 per box		
BUSINESS CARDS	500 per box		
LETTERHEAD PAPER			
SECTION III – SHERIFF DEPARTMENT			
INMATE REQUEST FORMS	30,000		
BAIL BOND FEE REFUND FORMS	300		
ADMINSTRATIVE ACTION FORM	10,000		
EVIDENCE CARDS	11,000		
EVIDENCE/INVENTORY CONTROL REPORT	1,000		
CIVIL AND WARRENTS WRIT OF POSSESSION NOTICE	1,000		
NAME PLACEMENT CARD	500		
SHERIFF BADGE STICKERS	10,000		
CHILD ID CARD	5,000		
OPERATION CHILD SAFEGUARD FLYERS	5,000		
RECRUITMENT FLYERS	5,000		
LATENT FINGERPRINT INDEX CARD	5,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor:_____

Description	Estimated Quantity	Unit Price	Total Price
SECTION III: SHERIFF DEPARTMENT CONT.			
LATENT PRINT ENVELOPE	2,000		
OFFICIAL PHOTOGRAPH	2,000		
ENVELOPE	3,000		
SECTION IV: COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000		
RECREATIONAL HUNTING REGULATIONS CARDS	1,000		
BUSINESS CARDS			
BUSINESS CARDS			
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500		
ENVELOPES W/LOGO-NO WINDOW	40 bxs of 500		
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500		
LETTERHEAD PAPER	30rms of 500		
CERTIFICATE OF WITHDRAWL FROM BUSINESS	10,500		
ASSUMED NAME CERTIFICATE	10,500		
NEWLY WED LETTER	10,000		
SCRATCH PADS			
SECTION V: COUNTY JUDGE			
BUSINESS CARDS			
LETTERHEAD PAPER			

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor:_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:**_____

CELLULAR Nº:_____ **email:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – 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 LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [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.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-

THIS CONTRACT is made and entered into this ____ day of _____by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS AND RELATED SUPPLIES "** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning _____and ending on_____. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 _____
_____
_____

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. 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 without cause with thirty day's 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.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDOR: GULF DATA PRODUCTS
SECTION I: DISTRICT CLERK	
ENVELOPES W/LOGO-LIGHT BLUE BOX OF 120	15.93 box
CIVIL DOCKET –LEGAL SIZE	58.90 ml
CRIMINAL DOCKET – LEGAL SIZE	58.90 ml

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDORS
	GULF DATA
COMMISSIONER PRECINCT 2	UNIT PRICE
BUSINESS CARDS BOX OF 500-Raised lettering Red & Navy Blue ink	37.50 box✯
BUSINESS CARDS BOX OF 500 – Raised Lettering Watermark Seal – Red/Navy Ink	37.50 box✯

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDOR
	GULF DATA PRODUCTS
COUNTY CLERKS OFFICE	
RECREATIONAL FISHING REGULATIONS CARDS 1,000	$790.00 ML
RECREATIONAL HUNTING REGULATIONS CARDS 1,000	$790.00 ML
BUSINESS CARDS BOX OF 500	$39.50 BOX
ENVELOPES W/LOGO W/WINDOW BOX OF 500	$16.48 BOX
ENVELOPES W/LOGO NO WINDOW BOX OF 500	$15.38 BOX
ENVELOPES W/LOGO W/WINDOW BOX OF 500	$16.48 BOX
NEWLY WED LETTER 1,000	$51.90 ML

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDOR
	GULF DATA PRODUCTS
SECTION III: SHERIFF DEPARTMENT	UNIT PRICE
INMATE REQEUST FORMS	55.85 ml
BAIL BOND FEE REFUND 300	97.00
ADMISTRATIVE ACTION FORM	39.95 ml
EVIDENCE CARDS 11,000	145.00
EVIDENCE/INVENTORY CONTROL REPORT	193.70 ml
CHILD ID CARD	119.00 ml
RECRUITMENT FLYERS	115.80 ml
LATENT FINGERPRINT INDEX CARD/COATED BLANK SIDE	41.00 ml
LATENT PRINT ENVELOPE-2,000	114.00
OFFICIAL PHOTOGRAPH-2,000	119.00
SHERIFF BADGE STICKERS	42.50 ml

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"
BID TABULATION

DESCRIPTION	VENDORS
	GULF DATA PRODUCTS
SECTION V: COUNTY JUDGE	**UNIT PRICE**
BUSINESS CARDS BOX OF 500	39.50 box
LETTERHEAD PAPER REAM OF 500	95.50 ream

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

Description	Estimated Quantity	Unit Price	Total Price
SECTION I – DISTRICT CLERKS:			
BUSINESS CARDS	500 per box	.168 ea	84.00
BUSINESS CARDS	500 per box	.168 ea	84.00
ENVELOPES W/SEAL-LIGHT BLUE	120 BXS	15.93 BX	1911.60
ENVELOPES W/SEAL-CANARY YELLOW	120 BXS	13.61 BX	1633.20
CIVIL DOCKET-LEGAL SIZE	10,000	.0589 ea	589.00
CRIMINAL DOCKET – LEGAL SIZE	10,000	.0589 ea	589.00
SECTION II – COMISSIONER PRECINCT 2			
BUSINESS CARDS	500 per box	.075 ea	37.50
BUSINESS CARDS	500 per box	.075 ea	37.50
BUSINESS CARDS	500 per box	.206 ea	103.00
LETTERHEAD PAPER	500	.482 ea	241.00
SECTION III – SHERIFF DEPARTMENT			
INMATE REQUEST FORMS	30,000	.05585 ea	1675.50
BAIL BOND FEE REFUND FORMS	300	.3233 ea	97.00
ADMINSTRATIVE ACTION FORM	10,000	.03995 ea	399.50
EVIDENCE CARDS	11,000	.01319 ea	145.00
EVIDENCE/INVENTORY CONTROL REPORT	1,000	.1937 ea	193.70
CIVIL AND WARRENTS WRIT OF POSSESSION NOTICE	1,000	.244 ea	244.00
NAME PLACEMENT CARD	500	.388 ea	194.00
SHERIFF BADGE STICKERS	10,000	.0425	425.00
CHILD ID CARD	5,000	.119 ea	595.00
OPERATION CHILD SAFEGUARD FLYERS	5,000	.1058 ea	529.00
RECRUITMENT FLYERS	5,000	.1158 ea	579.00
LATENT FINGERPRINT INDEX CARD	5,000	.041 ea	205.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

Description	Estimated Quantity	Unit Price	Total Price
SECTION III: SHERIFF DEPARTMENT CONT.			
LATENT PRINT ENVELOPE	2,000	.057 ea	114.00
OFFICIAL PHOTOGRAPH	2,000	.0595 ea	119.00
ENVELOPE 5 1/2 x 3 1/8"	3,000	.12979 ea	389.37
SECTION IV: COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000	.79 ea	790.00
RECREATIONAL HUNTING REGULATIONS CARDS	1,000	.79 ea	790.00
BUSINESS CARDS	500	.079 ea	39.50
BUSINESS CARDS	500	.079 ea	39.50
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500	16.48 BX	659.20
ENVELOPES W/LOGO-NO WINDOW	40 bxs of 500	15.38 BX	615.20
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500	16.48 BX	659.20
LETTERHEAD PAPER	30rms of 500	23.27 RM	698.10
CERTIFICATE OF WITHDRAWL FROM BUSINESS	10,500	.01178 ea	589.00
ASSUMED NAME CERTIFICATE	10,500	.03752 ea	394.00
NEWLY WED LETTER	10,000	.0519 ea	519.00
SCRATCH PADS ROUND CORNERS	500 PADS OF 50 SHEETS/pad	1.38 pad	690.00
SECTION V: COUNTY JUDGE			
BUSINESS CARDS	500	.079 ea	39.50
LETTERHEAD PAPER	1000	.191 ea	191.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV

BID PAGE

Vendor: GULF DATA PRODUCTS

BIDDER/COMPANY NAME: GULF DATA PRODUCTS

ADDRESS: 810 E. HARRISON

CITY/STATE/ZIP CODE: HARLINGEN, TX. 78550

PHONE №: 800-825-5395 **FAX №:** 956-425-5535

CELLULAR №: 956-802-7467 **email:** gulfdata2@sbcglobal.net

AUTHORIZED SIGNATURE: Kevin Kanipe

PRINTED NAME: KEVIN KANIPE

TITLE: PRESIDENT

OPENED
10:24 am
MAR 03 2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV

BID PAGE

Vendor: GULF DATA PRODUCTS

BIDDER/COMPANY NAME: GULF DATA PRODUCTS

ADDRESS: 810 E. HARRISON

CITY/STATE/ZIP CODE: HARLINGEN, TX. 78550

PHONE №: 800-825-5395 **FAX №:** 956-425-5535

CELLULAR №: 956-802-7467 **email:** gulfdata2@sbcglobal.net

AUTHORIZED SIGNATURE: Kevin Kanipe

PRINTED NAME: KEVIN KANIPE

TITLE: PRESIDENT

OPENED
10:24 am
MAR 03 2010
Witnessed

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2010

PRODUCER
RICK VILLARREAL INS AGENCY
2116 W University Dr
Edinburg, TX 78539
(956) 383-7001

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
E.A. Stone Inc.
DBA Gulf Data Products
810 E Harrison
Harlingen, TX 78550
956-421-5711

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Farmers Insurance Exchange	
INSURER B: Farmers Truck Insurance Exchange	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC	60191-95-32	05-18-09	05-18-10	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		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	$
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	A07076872	04-18-09	04-18-10	WC STATU-TORY LIMITS [X] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

OPENED
10:24am

ADDENDUM NO.1

MAR 0 3 2010
Witnessed

FEBRUARY 25, 2010
HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025A-03-03-YZV

Please note the following Information for RFB No. 2010-025A-03-03-yzv

1. Please add Under Section I: DISTRICT CLERK

Description	Qty	Special Instructions
*BUSINESS CARDS – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Portrait Landscape Layout, 500 per box	500/Bx	line in place of name 84.00 Bx
CUSTOM MADE SELF INK RUBBER STAMPS:		
FILED black ink	15-20	41.95 ea
FILED/COPY blue and red ink	10	41.95 ea
A TRUE COPY I CERTIFY –black ink	15	11.95 ea
Deputy District Clerk of Hidalgo County..	15	12.95 ea
District Clerk County Seal –Embossed	20	34.95 ea

2. Please make the following notations for the following items:

Description	
Section I: DISTRICT CLERK	**QUANTITIES PER FORM**
***Business Cards**	*30 boxes of 500 between these two and the one above ✓
***Business Cards-9 persons**	
Envelopes – Light Blue	60,000 (120 bxs of 500) ✓
Envelopes – Canary Yellow	60,000 (120 bxs of 500) ✓
Civil & Criminal Docket Forms	10,000 per each ✓
Section III: Sheriff Department	**Replace with:** ✓
Civil and Warrants Writ of Possession Notice – RED INK	Replace Card Stock with **Crack & Peel Label** ✓
Official Photograph	Replace Index Card w/ **Crack & Peel Label** ✓
Latent Print Envelope	**INDEX CARD BLANK SIDE COATED** ✓
Envelope manila	Catalog Envelope ✓

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-025A2-04-06

THIS CONTRACT is made and entered into this **06th** day of **April,2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Gateway Printing & Office** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS AND RELATED SUPPLIES "** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning **April 06, 2010** and ending on **February 15, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 **Gateway Printing & Office**
315 S. Closner
Edinburg, Texas 78539

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. 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 without cause with thirty day's 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.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT: 04/06/2010

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 16, 2010

RE: Hidalgo County
Request for Bids – Hidalgo County
"Printed Items and Related Supplies"
Bid Nº 2010-025A-03-03-YZV

Dear Sir or Madam

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
"Printed Items and Related Supplies"
Bid No: 2010-025A-03-03-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 22 page.**
4. **Exhibit "B" Bid Page consisting of 12 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 6 pages.**
9. **Certification Regarding Debarment 1 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-025A-03-03	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"PRINTED ITEMS AND RELATED SUPPLIES"

BID OPENING DATE

MARCH 03, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Printed Items and Related Supplies-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-025A-03-03-YZV-Printed Items and Related Supplies – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 03, 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-2010-025A-03-03-YZV-RFB-Printed Items and Related Supplies–Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles

and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"Printed Items and Related Supplies -Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 03, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by

Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered

null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Printed Items and Related Supplies"
BID NO.: 2010-025A-03-03-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY-RFB Nº 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide all materials, supplies, equipment, tools, services and labor necessary on "Specialty Printed Items and Related Supplies" on an "**As Needed Basis"** including, but not limited to, the following:

Specifications:

Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional cost **Samples** will be provided to County Department(s) designee, prior to printing, for approval by Hidalgo County Departments designee(s) **Proofs:** When requested, proofs shall be supplied prior to printing at no additional cost to the County. The proof shall then be dated, signed by user department(s) and returned to vendor prior to printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County Department(s), if requested by Hidalgo County Department(s) and shall deliver all completed work to the addresses listed on the County Purchase order. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Book/Booklets: For items which are shown in description as "book and booklet" the quantity shall be bid as the number of book/booklets (not number of individual sheets, etc.)

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: yolanda.velasquez@co.hidalgo.tx.us**. When discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration.

Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

SECTION I: DISTRICT CLERKS:

Description	Quantity	Special Instructions
• **BUSINESS CARDS** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	500 per box	1 persons/ 1 box
• **BUSINESS CARDS** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	500 per box	2 persons/1 box per each
• **ENVELOPES W/SEAL- -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, Black and Red ink and black ink seal 500 per box, Light Blue Envelopes, With Window		
• **ENVELOPES W/SEAL** Size 4" x 8 ¾", Standard Envelopes, flat Print, black ink and watermark seal, 500 per box, Canary Yellow Envelopes, No Windows		
• **CIVIL DOCKET FORM –** Legal Size Paper 14" x 8 ½", Black Ink, Flat Print, Front and Back, 80# Paper, White		
• **CRIMINAL DOCKET FORM –** Legal Size Paper 14" x 8 ½", Black Ink, Flat Print, Front and Back, 80# Paper, White		

SECTION II: COMMISSIONER PRECINCT 2:

• **BUSINESS CARDS --** 3½" X 2", Raised Lettering, Red and Navy Blue, Single sided print, Portrait Landscape Layout, 500 per box	1box of 500	9 persons 1 box per ea/ Portrait Card Layout
• **BUSINESS CARDS --** 3½" X 2", Raised Lettering, Water mark seal, Red and Navy Blue, Single sided print, Portrait Landscape Layout, 500 per box	1 box of 500	
• **BUSINESS CARDS --** 3½" X 2", Raised Lettering, Red, Black Ink, with Gold Foil Seal Single sided print, Portrait Landscape Layout, 500 per box		
• **LETTERHEAD PAPER -** 8.5" X 11", #20 White Paper, 25% Cotton Paper one sided print, raised blue ink print, 500 sheets per ream,		

SECTION III: SHERIFF DEPARTMENT

Description	Quantity	Special Instructions
• **INMATE REQUEST FORMS-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding	30,000 ea	
• **BAIL BOND FEE REFUND FORMS-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding	300	Commencing Number:_____
• **ADMINISTRATIVE ACTION FORM –** Size 8 ½" x 5", Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
• **EVIDENCE CARDS** – 5" X 4¼" Card Stock, White Paper, Single sided print, Black ink	11,000	
• **EVIDENCE/INVENTORY CONTROL REPORT –** Legal Size Paper, 8½" X 14" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
• **CIVIL AND WARRENTS WRIT OF POSSESSION NOTICE –** Letter Size, 8½" X 11" Card Stock Single sided print, **red** ink print,	1,000	
• **NAME PALCEMENT CARD** 10" x 8"- Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card	500	
• **SHERIFF BADGE STICKERS-**Roll, black background with Gold Foil Seal	10,000 stickers	
• **CHILD ID CARD –** 8 ½" X 5½" Manilla stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½'x 2" back to Back printing, score across center of paper	5,000	
• **OPERATION CHILD SAFEGUARD FLYERS -** 8½" X 11" Page Size, Eggshell Color Coated Paper, w/pictures, Red and black ink flat print, gold ink Logo	5,000	
• **RECRUITMENT FLYERS -** 8½" X 11" Page Size, Eggshell color coated Paper, w/pictures, Red and black ink flat print, gold ink Logo w/ blue lettering, back to back printing, tri-fold (score)	5,000	
• **LATENT FINGERPRINT INDEX CARD-**Size 3"x5", White, Black ink print, front side print	5,000	
• **LATENT PRINT ENVELOPE –** 6½" X 3 ½", White Envelope, Black Ink, One front side print	2,000	
• **OFFICIAL PHOTOGRAPH –** 3" X 2½", White Index Card Stock, Black ink, front side print	2,000	
• **ENVELOPE –** 5 ½" X 3¼", Manilla Envelope, Black ink, front side print	3,000	

SECTION IV: COUNTY CLERKS OFFICE:

Description	Quantity	Special Instructions
• **RECREATIONAL FISHING REGULATIONS CARDS-** Vinyl/Plastic Card 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	2010-2011 –YEAR ?
• **RECREATIONAL HUNTING REGULATIONS CARDS –** Vinyl/Plastic Stock 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	2010-2011 YEAR?
• **BUSINESS CARDS - -** 3½" X 2", Blue and red ink Raised Lettering, w/ blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		
• **BUSINESS CARDS - -** 3½" X 2", Blue and red ink Raised Lettering, w/blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		
• **ENVELOPES W/LOGO -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, with window	40 boxes of 500 per box	
• **ENVELOPES W/LOGO -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, plain with no window	40 boxes of 500 per box	
• **ENVELOPES W/LOGO -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window	40 boxes of 500 per box	
• **LETTERHEAD PAPER -** 8.5" X 11", #20 -25% Cotton Paper, one sided print, flat print blue/red ink, blue seal w/blue flat lettering, 500 per ream, Watermark seal	30 reams of 500 sheets	
• **CERTIFICATE OF WITHDRAWAL FROM BUSINESS--** 8.5" X 11", Black ink printing, blue border, Fine quality bond paper	10,500 ea	
• **ASSUMED NAME CERTIFICATE-** 8.5" X 11" Form, Black border, Black ink printing, Double sided print, fine quality bond paper	10,500 ea	
• **NEWLY WED LETTER--** 8.5" X 11", Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal	10,000ea	
• **SCRATCH PADS –** 7" X 4 ¼" –Note pad, rounded corners	500 pads of	

SECTION V: COUNTY JUDGE

• **BUSINESS CARDS** – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box	1 box of 250	9 persons/1 bx per ea of 250
• **LETTERHEAD PAPER**– 8.5"x11" 25% Cotton Paper, Raised lettering w/gold Ink Seal		Needed toward end of 2010

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for one (1) year and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. Hidalgo County reserves the right to increase or decrease the number of items during the term of the resulting Agreement.

4. The bidder(s) whom are awarded the bid will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

5. Bid prices are to remain firm from BID AWARD DATE through the entire term of the contract.

6. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

7. Hidalgo County reserves the right to award the bid to **MULTIPLE responsible low** bidders per section or line item if the County determines it is in its best interest to do so. There is no guarantee on annual volume and will be on an "as needed basis only".

8. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

10. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased throughout the term of the contract.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, February 24, 2010 to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, February 26, 2010.**

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor:_____

Description	Estimated Quantity	Unit Price	Total Price
SECTION I – DISTRICT CLERKS:			
BUSINESS CARDS	500 per box		
BUSINESS CARDS	500 per box		
ENVELOPES W/SEAL-LIGHT BLUE			
ENVELOPES W/SEAL-CANARY YELLOW			
CIVIL DOCKET-LEGAL SIZE			
CRIMINAL DOCKET – LEGAL SIZE			
SECTION II – COMISSIONER PRECINCT 2			
BUSINESS CARDS	500 per box		
BUSINESS CARDS	500 per box		
BUSINESS CARDS	500 per box		
LETTERHEAD PAPER			
SECTION III – SHERIFF DEPARTMENT			
INMATE REQUEST FORMS	30,000		
BAIL BOND FEE REFUND FORMS	300		
ADMINSTRATIVE ACTION FORM	10,000		
EVIDENCE CARDS	11,000		
EVIDENCE/INVENTORY CONTROL REPORT	1,000		
CIVIL AND WARRENTS WRIT OF POSSESSION NOTICE	1,000		
NAME PLACEMENT CARD	500		
SHERIFF BADGE STICKERS	10,000		
CHILD ID CARD	5,000		
OPERATION CHILD SAFEGUARD FLYERS	5,000		
RECRUITMENT FLYERS	5,000		
LATENT FINGERPRINT INDEX CARD	5,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor:_____

Description	Estimated Quantity	Unit Price	Total Price
SECTION III: SHERIFF DEPARTMENT CONT.			
LATENT PRINT ENVELOPE	2,000		
OFFICIAL PHOTOGRAPH	2,000		
ENVELOPE	3,000		
SECTION IV: COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000		
RECREATIONAL HUNTING REGULATIONS CARDS	1,000		
BUSINESS CARDS			
BUSINESS CARDS			
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500		
ENVELOPES W/LOGO-NO WINDOW	40 bxs of 500		
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500		
LETTERHEAD PAPER	30rms of 500		
CERTIFICATE OF WITHDRAWL FROM BUSINESS	10,500		
ASSUMED NAME CERTIFICATE	10,500		
NEWLY WED LETTER	10,000		
SCRATCH PADS			
SECTION V: COUNTY JUDGE			
BUSINESS CARDS			
LETTERHEAD PAPER			

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor:_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:**_____

CELLULAR Nº:_____ **email:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – 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 LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [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.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-

THIS CONTRACT is made and entered into this ____ day of _____by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS AND RELATED SUPPLIES "** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning _____and ending on_____. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 _____
_____
_____

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. 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 without cause with thirty day's 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.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDORS
	GATEWAY PRINTING
SECTION I: DISTRICT CLERK	UNIT PRICE
BUSINESS CARDS BOX OF 500	92.32 box
BUSINESS CARDS BOX OF 500	135.00 box
BUSINESS CARDS BOX OF 500-LINE	NO BID
ENVELOPES W/LOGO-CANARY YELLOW BOX 0F 120	18.79 box
CUSTOM RUBBER STAMPS – FILED BLACK INK EACH	79.95 ea
CUSTOM RUBBER STAMPS FILED/COPY–BLUE/RED INK EACH	84.95 ea
CUSTOM RUBBER STAMPS –A TRUE COPY I…..-BLACK INK EACH	19.95 ea
CUSTOM RUBBER STAMP-DEPUTY DISTRICT CLERK..-BLACK INK EACH	22.95 ea
DISTRICT CLERK COUNTY SEAL –EMBOSSED-HAND HELD	59.95 ea

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDOR
	GATEWAY PRINTING
COMMISSIONER PRECINCT 2	UNIT PRICE
BUSINESS CARDS BOX OF 500 –Raised lettering Red/Black Ink W/Gold Foil Seal	45.95 box✯
LETTERHEAD PAPER REAM	103.75 ream✯

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDORS
	GATEWAY PRINTING
COUNTY CLERKS OFFICE	**UNIT PRICE**
BUSINESS CARDS BOX OF 500	$63.75 BOX
LETTERHEAD PAPER REAM OF 500	$27.74 REAM
CERTIFICATE OF WITHDRAWL FROM BUSINESS 1,000	$38.67 ML
ASSUMED NAME CERTIFICATE 1,000	$38.74 ML
SCRATCH PADS – 50 SHEETS PER PAD EACH	$1.22 PAD

HIDALGO COUNTY-RFB № 2010-025A-03-03-YZV
"PRINTED ITEMS AND RELATED SUPPLIES"

BID TABULATION

DESCRIPTION	VENDORS
	GATEWAY PRINTING
SECTION III: SHERIFF DEPARTMENT	UNIT PRICE
CIVIL AND ARRENTS WRIT OF POSSESSION NOTICE	$208.80 ml
NAME PLACEMENT CARD 500	$160.55
OPERATION CHILD SAFEGARD FLYERS	$103.30 ml
ENVELOPE-3,000	$103.85 for 3,000

OPENED
10:06am
MAR 03 2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor: GATEWAY Printing + OFFICE Supply Inc. - JONES · Cook

Description	Estimated Quantity	Unit Price	Total Price
SECTION I – DISTRICT CLERKS:			
BUSINESS CARDS 30 bxs of 500	500 per box	92.32	2,769.60
BUSINESS CARDS 9 persons per bx / Brown Ink pens	500 per box	135.00	1,215.00
ENVELOPES W/SEAL-LIGHT BLUE	60,000	0.5092	3,054.95
ENVELOPES W/SEAL-CANARY YELLOW	60,000	0.03759	2,255.10
CIVIL DOCKET-LEGAL SIZE	16,000	0.10261	1,026.05
CRIMINAL DOCKET – LEGAL SIZE	10,000	0.10526	1,052.55
SECTION II – COMISSIONER PRECINCT 2			
BUSINESS CARDS 9 persons 500 per bx	500 per box	45.95	413.55
BUSINESS CARDS	500 per box		45.95
BUSINESS CARDS	500 per box		45.95
LETTERHEAD PAPER	500 per bx		103.75
SECTION III – SHERIFF DEPARTMENT			
INMATE REQUEST FORMS	30,000	0.2006	6,018.05
BAIL BOND FEE REFUND FORMS	300	0.4365	130.95
ADMINSTRATIVE ACTION FORM	10,000	0.05777	577.00
EVIDENCE CARDS	11,000	0.02109	231.95
EVIDENCE/INVENTORY CONTROL REPORT	1,000	0.2504	250.40
CIVIL AND WARRENTS WRIT OF POSSESSION NOTICE	1,000	0.2088	208.80
NAME PLACEMENT CARD	500	0.3211	160.55
SHERIFF BADGE STICKERS	10,000	48.50/m	485.00
CHILD ID CARD	5,000	0.15836	791.80
OPERATION CHILD SAFEGUARD FLYERS	5,000	0.1033	516.50
RECRUITMENT FLYERS	5,000	0.15579	778.95
LATENT FINGERPRINT INDEX CARD	5,000	0.03329	166.45

OPENED
10:00am
MAR 0 3 2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor: GATEWAY Printing & Office Supply, Inc - Jones - Cook

Description	Estimated Quantity	Unit Price	Total Price
SECTION III: SHERIFF DEPARTMENT CONT.			
LATENT PRINT ENVELOPE	2,000	0.06303	126.05
OFFICIAL PHOTOGRAPH	2,000	0.05193	103.85
ENVELOPE	3,000	0.04417	132.50
SECTION IV: COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000		N B
RECREATIONAL HUNTING REGULATIONS CARDS	1,000		N B
BUSINESS CARDS	4bx5 of 500	45.95	183.80
BUSINESS CARDS	2000 1 person		255.00
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500	21.86bx	874.55
ENVELOPES W/LOGO-NO WINDOW	40 bxs of 500	21.86bx	874.55
ENVELOPES W/LOGO-W/WINDOW	40 bxs of 500	21.05 bx	842.05
LETTERHEAD PAPER	30rms of 500	27.74rm	832.20
CERTIFICATE OF WITHDRAWL FROM BUSINESS	10,500	0.03701	388.65
ASSUMED NAME CERTIFICATE	10,500	0.03687	387.15
NEWLY WED LETTER	10,000	0.06879	687.85
SCRATCH PADS Blue - Red Ink 50 Sheet per pad	500 PADS	1.22 pd	610.00
SECTION V: COUNTY JUDGE			
BUSINESS CARDS 4 persons bx of 500 3 color min order 500	45.95bx	45.95bx	413.55
LETTERHEAD PAPER NOT NEEDED	Town And	End of 2010	NB

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor: GATEWAY Printing & OFFICE Supply, Inc - Jones-Cook

Description	Estimated Quantity	Unit Price	Total Price
SECTION I – DISTRICT CLERKS:			
CUSTOM MADE SELF INK RUBBER STAMPS:			
FILED black ink	15 20	79.95	1,199.25
FILED/COPY blue and red ink	10	84.95	849.50
A TRUE COPY I CERTIFY –black ink	15	19.95	299.25
Deputy District Clerk of Hidalgo County..	15	22.95	344.25
District Clerk County Seal –Embossed	20	59.95	1,199.00

OPENED
10:00am
MAR 03 2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025A-03-03-YZV
BID PAGE

Vendor: GATEWAY Printing & OFFICE Supply, Inc. - Jones-Cook

BIDDER/COMPANY NAME: GATEWAY Printing & OFFICE Supply, Inc - Jones-Cook

ADDRESS: 315 So. CLOSNER

CITY/STATE/ZIP CODE: Edinburg, Tx 78539

PHONE №: 956-383-3861 **FAX №:** 956-383-4674

CELLULAR №: 956-821-3126 **email:** NONE

AUTHORIZED SIGNATURE: Junior Cordero

PRINTED NAME: JUNIOR CORDERO

TITLE: Account MANAGER

OPENED
10:00am

Witnessed

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

OP ID NO GATEW-1

DATE (MM/DD/YYYY) 12/09/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Gateway Printing & Office
Mr. Lin Miller
315 S. Closner
Edinburg TX 78539

INSURER A: Union Standard Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPA425256713	11/30/09	11/30/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CPA425256713	11/30/09	11/30/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	CUA425257013	11/30/09	11/30/10	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under SPECIAL PROVISIONS below	WCA425257213	11/30/09	11/30/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Hidalgo County

Hidalgo County
2802 S. Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

February 25, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-025A-03-03-YZV
"PRINTED ITEMS & RELATED SUPPLIES"HIDALGO COUNTY

Dear Sir or Madam:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Bids **"PRINTED ITEMS & RELATED SUPPLIES".**

Please add this **ADDENDUM NO.1** to your Request for Bids 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 yolanda.velasquez@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO.1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"PRINTED ITEMS & RELATED SUPPLIES-HIDALGO COUNTY".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: Junior Cordero
ADDENDUM NO1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/yzv
Enclosures

GATEWAY PRINTING & OFFICE SUPPLY, INC.
O (956) 383-3861
C (956) 821-3126
F (956) 383-4674
JUNIOR CORDERO

PURCHASING DEPARTMENT
County Of Hidalgo

Junior Cordero, acknowledge receipt of ADDENDUM No.1 dated FEBRUARY 25, 2010 for RFB No 2010-025A-03-03-YZV-Hidalgo County- "PRINTED ITEMS & RELATED SUPPLIES."

JUNIOR CORDERO
Printed Bidder's Name

2-26-2010
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE REQUEST FOR BIDS.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629