

AI-20733

2.A.

Health Division - Adm Line Item Trf

CC CONSENT

Date: 04/13/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services Department Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 4/9/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/09/2010 03:54 PM	APRV
2	JC Carreon	JC Carreon	04/09/2010 04:05 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Dan Beltran Started On: 04/09/2010 03:39 PM

Final Approval Date: 04/09/2010

AI-20660

2.B.

20660 4-1-2010 lit from 672 into 671 \$500.00

CC CONSENT

Date: 04/13/2010
 Submitted By: Mary Garcia, TAX OFFICE
 Submitted For: Armando Barrera Jr.
 Department: TAX OFFICE
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 672-->671, \$ 500.00; funds available as of 04/09/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/01/2010 01:51 PM	APRV
2	Perla Lopez	Perla Lopez	04/01/2010 02:05 PM	APRV
3	Erika Zamora	Erika Zamora	04/01/2010 02:18 PM	APRV
4	Ana Galvan	Anna Galvan	04/09/2010 11:04 AM	APRV
5	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Mary Garcia
 Started On: 04/01/2010 01:21 PM
 Final Approval Date: 04/09/2010

AI-20668

2.C.

transfer-Insect Eradication

CC CONSENT

Date: 04/13/2010
 Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
 Department: COMMISSIONERS' COURT EXEC. OFFICE
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Insect Eradication (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-461-00-115-037-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

679-->855 - \$ 20.00; Funding available as of 4/8/10.
 679-->411 - \$ 500.00; Funding available as of 4/8/10.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 01:29 PM	APRV
2	Norma Silva	Norma Silva	04/08/2010 10:05 AM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Monica Badillo
 Started On: 04/06/2010 04:56 PM

Final Approval Date: 04/09/2010

AI-20682

2.D.

2010 LIT for County Wide Insurance (1100)

CC CONSENT

Date: 04/13/2010
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: County Wide Insurance (1100)
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Wide Insurance (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1100-419-00-115-025-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
From 521 to 522 & 523 in the amounts of \$79,574.41 & \$23,734.76 (respectively).
Funding available for transfer as of 4/7/10.

Attachments

Link: [2010 LIT for Insurance \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		04/09/2010 04:41 PM	PEND
2	JC Carreon	JC Carreon	04/07/2010 04:30 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Dale Kennan
Started On: 04/07/2010 01:41 PM
Final Approval Date: 04/09/2010

AI-20716

2.E.

**Budget Line-Item Transfer for County Wide Shop Department
CC CONSENT**

Date: 04/13/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$5,500.80 as of 04/08/2010
From 890 -----> 619 \$1,000.00
From 890 -----> 679 \$2,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/08/2010 04:13 PM	APRV
2	Ana Galvan	Anna Galvan	04/09/2010 01:19 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 04/08/2010 03:53 PM	
Final Approval Date: 04/09/2010				

DATE: April 8, 2010

2010
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
County Wide Shop Department

ACCOUNT NUMBER: 0-1200-431-00-122-004-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	619	OTHER MISCELLANEOUS SUPPLIES	\$1,000.00
890	OTHER	679	OTHER R&M SUPPLIES	\$2,000.00
TOTAL				\$3,000.00

REASON:
Transfer needed to any expected expenditures.

DEPARTMENT HEAD SIGNATURE

4/8/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20727

2.F.

2010 LIT for Jail (1100)

CC CONSENT

Date: 04/13/2010
 Submitted By: Dale Kennan, BUDGET & MANAGEMENT
 Submitted For: Adult Detention Facility (1100)
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1100-423-21-280-002-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 From 630 to 431 in the amount of \$50,000.00. Funding available for transfer as of 4/9/10.

Attachments

Link: [2010 LIT for Jail \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/09/2010 11:49 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/09/2010 02:05 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Dale Kennan
 Started On: 04/09/2010 11:43 AM
 Final Approval Date: 04/09/2010

AI-20675

2.G.

Line Item Transfer

CC CONSENT

Date: 04/13/2010
 Submitted By: Emilia Uriegas, SHERIFF DEPT.
 Submitted For: Anacleto Martinez
 Department: SHERIFF DEPT.
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Sheriff's Office Operation Stonegarden (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1284-421-00-280-047-1-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

#230-->#131 \$46,153.05; available balance as of 04/07/10 \$52,539.89
 #260-->#131 \$20,265.29; available balance as of 04/07/10 \$24,459.45
 #260-->#220 \$3,863.88; available balance as of 04/07/10 \$24,459.45
 #260-->#250 \$330.28; available balance as of 04/07/10 \$24,459.45

Attachments

Link: [LIT](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2		Budget & Management	Erika Zamora	04/08/2010 09:13 AM	APRV
3		Veronica Ortiz	Veronica Ortiz	04/09/2010 09:13 AM	APRV
4		Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Emilia Uriegas

Started On: 04/07/2010 11:04 AM

Final Approval Date: 04/09/2010

AI-20664

2.H.

Line Item Transfer

CC CONSENT

Date: 04/13/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 09:13 AM	APRV
3	Norma Silva	Norma Silva	04/08/2010 09:56 AM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Myra Montoya
Started On: 04/06/2010 03:17 PM

Final Approval Date: 04/09/2010

DATE: 3/30/2010
DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 0-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
0-1100-421-00-280-001-0	311-MANAGEMENT & CONSULTANT SERVICES	→	0-1100-421-00-280-001-0	339-PROFESSIONAL SERVICES	\$98,394.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$98,394.00

REASON:
TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE FOR RCC CONSULTANTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Line Item Transfer

CC CONSENT

Date: 04/13/2010
 Submitted By: Blanca Sanchez, CONSTABLE PCT. #1
 Submitted For: Blanca Sanchez
 Department: CONSTABLE PCT. #1
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-291-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 534-->336 \$ 295, Funds available as of 04/09/2010

Attachments

- Link: [B&M Approval](#)
- Link: [Memo TCLEDDS](#)
- Link: [New Law](#)
- Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 02:43 PM	APRV
2	Ana Galvan	Anna Galvan	04/09/2010 11:10 AM	APRV
3	Auditor's Office	Angela Garcia	04/09/2010 04:41 PM	APRV
Form Started By: Blanca Sanchez			Started On: 04/07/2010 02:01 PM	
Final Approval Date: 04/09/2010				

From: Rosalinda
To: hccp1@co.hidalgo.tx.us
CC: 'dina trevino', erika.zamora@co.hidalgo.tx.us
Date: Thursday, March 25, 2010 1:57:03 PM
Subject: Approval to transfer from restricted object code

Blanca,

Please be advised that your request dated January 20, 2010 to transfer \$295.00 out of restricted object code 534 (internet) has been approved by Ms. Dina Treviño, Director for the Budget & Management Division. However, please confirm with the Auditor's office that the object code you are intending to move funds into is the appropriate object code for the purchase/ service. Please prepare a line transfer and place on the Commissioners Court agenda at your convenience. If you should have any questions or concerns, please contact me at your earliest convenience.

Sincerely,

*Rosalinda Cantu
Budget Analyst
Department of Budget & Management-
Budget Division
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us*

CONSTABLE CELESTINO AVILA JR.

CHIEF DEPUTY BLANCA I. SANCHEZ

CONSTABLE CLERK JUAN M. HERNANDEZ

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596
PHONE (956) 447-3775 * FAX (956) 447-8614

January 20, 2010

Raul Silguero Jr.
Hidalgo County Budget Officer
2818 S. Business Hwy 281
Edinburg, TX 78539

REF: Restricted Object Code

Mr. Silguero,

On January 8, 2010, our department received a letter from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) stating that the 81st legislature had made several changes to TCLEOSE under House Bill 3389. One of those is outlined in Section 1701.1523, stating that TCLEOSE is to establish an electronic system for reporting and they are to require law enforcement agencies to report forms electronically. (Copy Attached) TCLEOSE has a contracted partnership with County Vendor #258598, The Productivity Center, Inc., who established the database (TCLEDDS) Texas Commission on Law Enforcement Data Distribution System who can provide the service for a fee based on the number of licensees employed by the agency. The fee for a 12 month license agreement for this department will cost \$295. At this time I am asking that permission be granted to move \$295 from restricted Object Code #534 – Internet Services to Object Code #336 - Computer Services. Our department has no use for this object since our internet is provided through the county.

Feel free to contact me if you have any questions.

Respectfully,


Blanca I. Sanchez
Chief Deputy Constable

XC: Files
Dina Trevino, Director Budget and Management Section
Rosie Cantu, Budget Analyst II

"The Texas Constable"

The Texas Constable is a member of an elite corps of cowboy-lawmen organized in 1823 by Stephen F. Austin. Unique individuals who hold Governor Commissions now and boast a proud heritage in civil and criminal law-enforcement.



January 5, 2010

Dear Law Enforcement Administrator,

New Law – Please Read

As you may be aware, the 81st legislature made several changes to the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) under House Bill 3389. One of which is outlined in Section 1701.1523, and states that TCLEOSE is to establish a system for electronic reporting, then require law enforcement agencies to report forms electronically. (See Section 1701.1523)

1701.1523. ELECTRONIC SUBMISSION OF FORMS, DATA, AND DOCUMENTS.

The commission by rule shall:

- (1) develop and establish a system for the electronic submission of forms, data, and documents required to be submitted to the commission under this chapter; and*
- (2) once that system is established, require law enforcement agencies to submit to the commission electronically any form, data, or document required to be submitted to the commission under this chapter.*

TCLEOSE administrative rule 211.19, Forms and Applications, subsection (a) becomes effective January 14, 2010. Subsection (a) states, "Applications, forms, data, and documents required by the commission shall be submitted electronically if an electronic method has been established for the form, data, or document."

TCLEOSE, along with its contracted partnership with Productivity Center Incorporated (PCI), has established the Texas Commission on Law Enforcement Data Distribution System (TCLEDDS). This service is provided to law enforcement agencies for a fee based on the number of licensees employed by the agency. Effective February 14, 2010, TCLEOSE will no longer accept paper submissions of training rosters or report of training forms by agencies that employ more than five (5) officers. If you wish to setup a TCLEDDS account or have questions about TCLEDDS, please contact the TCLEDDS Help Desk at the number below.

Agencies that employ five (5) licensees or less may contract with PCI for TCLEDDS services or report directly to TCLEOSE using the Department Reporting System (DRS) on the TCLEOSE website. The electronic version of the Report of Training will go online January 14th, 2010. After February 14th, TCLEOSE will no longer accept paper copies of the old form sent by mail, fax or email. When you report using DRS you will need to login by entering your agency number in the username field and click login. Do not enter a password value. You will setup a password and other account information as you login for the first time. Please remember this password and continue to use this electronic reporting of your TCLEOSE training. The internet address to access the Department Reporting System website is <http://www.tcleose.state.tx.us/onlineforms/>.

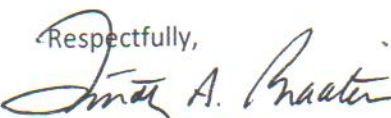
IMPORTANT: The TCLEOSE Department Reporting System (DRS) on the TCLEOSE web site is a reporting only system. You will not be able to access any data on this system, only report data. TCLEDDS is the retrieval and reporting system. If you are interested in retrieving data or information about your licensees or their training, you will need to subscribe to TCLEDDS.

If you have any questions regarding the above electronic systems please contact the appropriate help desk:

TCLEDDS Help Desk 1-800-975-0599

TCLEOSE Help Desk 1-512-936-7707

Respectfully,


Timothy A. Braaten
Executive Director

DATE: April 7, 2010

AI #20686

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: 0-1100-421-00-291-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:			
OBJECT CODE	OBJECT NAME	→	OBJECT CODE	OBJECT NAME	AMOUNT
534	Internet Services	→	336	Computer Services	295.00
		→			
		→			
		→			
TOTAL					\$295.00

REASON(s): TCLEDDS Services provided by V#258598, The Productivity Center, Inc.

Blanca I. Sanchez Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-20718

2.J.

**Budget Line-Item Transfer for LJ Drainage Project
CC CONSENT**

Date: 04/13/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - C.O. 2009 Pct. #2 LJ Drain (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available in the amount of \$152,574.69 as of 04/09/2010
From 733 -----> 711 \$60,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/09/2010 08:28 AM	APRV
2	JC Carreon	JC Carreon	04/09/2010 10:26 AM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/08/2010 04:47 PM
Final Approval Date: 04/09/2010

AI-20704

2.K.

Pct #3 Transfer

CC CONSENT

Date: 04/13/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 R&B (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 4/8/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/08/2010 09:18 AM	APRV
2	JC Carreon	JC Carreon	04/08/2010 09:32 AM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Norma Ceballos
Started On: 04/07/2010 04:50 PM

Final Approval Date: 04/09/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/13/10

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1203-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
731	Pct #3 Rd. Road	748	Pct #3 Rd. Other Minor Equipment	\$ 2,500.00
731	Pct #3 Rd. Road	739	Pct #3 Rd. Other Structures	\$ 10,000.00
TOTAL				\$ 12,500.00

REASON: For Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**Inter-Departmental Transfer for Cesar Chavez Drainage Project
CC CONSENT**

Date: 04/13/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into Cesar Chavez Drainage Project, (program 039) for ROW in the amount of \$50,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$124,625.77 as of 04/08/2010
From 0-1339-431-00-122-034-0-742 -----> 0-1339-431-00-122-039-0-711 \$50,000.00

Attachments

Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/09/2010 08:29 AM	APRV
2	Roland Garcia	Rolando Garcia	04/09/2010 08:53 AM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 04/08/2010 04:54 PM	
Final Approval Date: 04/09/2010				

**Interdepartmental transfer for Traffic Engineering
CC CONSENT**

Date: 04/13/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Traffic Engineering (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm to Traffic Engineering in the amount of \$60,000.00 to fund Teds On-Call Contract services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-4XX-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Pending interdepartmental transfer (Reference AI 20725).

Attachments

Link: [Interdept Trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/09/2010 11:21 AM	APRV
2	Olga Garza	Olga Garza	04/09/2010 11:36 AM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Erika Zamora			Started On: 04/09/2010 11:12 AM	
Final Approval Date: 04/09/2010				

DATE: April 9, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt

ACCOUNT NUMBER: 0-1100-4XX-X0-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(60,000.00)
TO				
0-1100-429-30-115-029-0-	334	TRAFFIC ENGINEERING	ARCH & ENG SRV	60,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund TEDSI On-call contract services.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

Interdepartmental transfer for Co. Wide Adm.

CC CONSENT

Date: 04/13/2010
 Submitted By: Erika Zamora, BUDGET & MANAGEMENT
 Submitted For: Dina Trevino
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
 Approval of 2010 interdepartmental transfer from General Litigation to Co. Wide Adm. in the amount of \$60,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-X0-115-0XX-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funds available as of 4/9/10.

Attachments

Link: [Interdept Trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/09/2010 11:20 AM	APRV
2	Sylvia Solis	Sylvia Solis	04/09/2010 01:26 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Erika Zamora
 Started On: 04/09/2010 10:51 AM
 Final Approval Date: 04/09/2010

DATE: April 9, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



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

ACCOUNT NUMBER: 0-1100-415-X0-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1100-415-30-115-021-0- 333	GENERAL LITIGATION LEGAL SERVICES	(60,000.00)
TO		
0-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	60,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer to fund TEDSI On-call contract services.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-20708

5.A.

457 Plan - wd - S. Vela

CC CONSENT

Date: 04/13/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee#122718

BACKGROUND

Fiscal Impact

Attachments

Link: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/08/2010 01:21 PM	APRV
2	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Monica Badillo
Started On: 04/08/2010 09:35 AM
Final Approval Date: 04/09/2010

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name

Sara Vela

Employee #122718

Participant Name

Address

Social Security No.

Home Phone No.

SECTION I - Hardship

I understand that this withdrawal is necessary for the withdrawal to be necessary for distributions, other than those permitted under the Plan, as well as taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

financial hardship, financial need, and all other Company. I

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

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

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

Hardship Requested \$ all withdrawal Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? yes If so what was the amount taken \$ 500.00

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

PARTICIPANT SIGNATURE [Signature] Date Mar 27, 2007

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE [Signature] Date _____

SECTION III - Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 860-7133

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 4/1/07 BY: [Signature]

AI-20655

6.A.

**TAX OFFICE REFUNDS
CC CONSENT**

Date: 04/13/2010
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PAYER	AMT
00077.90.250.0005.10	PRECISION DRILLING COMPANY LP	\$9905.44
B2100.00.000.0014.00	JESUS RODRIGUEZ AGUERO	\$4395.02
C0653.00.000.0016.00	GARCIA, BEATRICE T	\$3162.52
C1400.00.067.0003.19	LAFAYETTE MANAGEMENT CORP	\$2538.34
I4000.99.000.0001.31	FASTENAL COMPANY	\$2571.49
L3157.00.000.0015.00	FIRST AMERICAN	\$3090.56
M1950.00.013.0015.00	OMEGA REALTY CORP	\$13716.61
P5005.02.00J.0003.00	RIO PROP VENTURES LLC	\$2942.75

BACKGROUND

Fiscal Impact

Attachments

- Link: [frnt_pg](#)
- Link: [accts](#)
- Link: [precision drilling](#)
- Link: [aguero](#)
- Link: [garcia](#)
- Link: [darren](#)
- Link: [fastenal](#)
- Link: [first](#)
- Link: [omega](#)
- Link: [rio_prop](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/01/2010 09:31 AM	APRV
2	Perla Lopez	Perla Lopez	04/01/2010 12:32 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Hilda Fuentes			Started On: 04/01/2010 09:12 AM	
Final Approval Date: 04/09/2010				

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

March 31, 2010

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufrazio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector
COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.00077.90.250.0005.10	PRECISION DRILLING COMPANY, LP	\$ 9,905.44
2.B2100.00.000.0014.00	JESUS RODRIGUEZ AGUERO	\$ 4,395.02
3.C0653.00.000.0016.00	GARCIA, BEATRICE T.	\$ 3,162.52
4.C1400.00.067.0003.19	LAFAYETTE MANAGEMENT CORPORATIC	\$ 2,538.34
5.I4000.99.000.0001.31	FASTENAL COMPANY	\$ 2,571.49
6.L3157.00.000.0015.00	FIRST AMERICAN	\$ 3,090.56
7.M1950.00.013.0015.00	OMEGA REALTY CORP.	\$ 13,716.61
8.P5005.02.00J.0003.00	RIO PROP VENTURES LLC.	\$ 2,942.75



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

7



ARMANDO BARRERA JR., RTA
 Hidalgo County Tax Assessor - Collector
 PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
 Fax No.: 956-318-2733

Print Date: 02/09/2010

AUDITED BY: THE HIDALGO
 COUNTY AUDITOR'S OFFICE
 DATE: AM 3-24-10

Account Number
 00077-90-250-0005-10
 HCAD No. N715647

Legal Description of the Property
 RIG 306

PRECISION DRILLING COMPANY, LP
 10370 RICHMOND AVE STE 600
 HOUSTON, TX 77042

2009 OVERAGE AMOUNT \$9,905.44

1: HIDALGO COUNTY, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner	
	Mailing Address		Daytime Telephone Number <u>713-435-6120</u>	
	City, State, Zip Code			
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2009</u> and am the party entitled to the refund.			
Step 3: Mark the reason for the refund and provide a brief explanation	<input checked="" type="checkbox"/>	Overpaid the account	<u>POLLUTION CONTROL EXEMPTION</u>	
	<input type="checkbox"/>	Duplicate payment		
	<input type="checkbox"/>	Paid in error (explain)		
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		<u>RIG 306</u>	<u>48,333.36</u>
	Total tax, penalty, and interest amount owed for the year		<u>—</u>	
	Amount of refund claimed		<u>RIG 306</u>	<u>9905.44</u>
Step 5: How should the refund be processed?	<input checked="" type="checkbox"/>	Mail to Property Owner		
	<input type="checkbox"/>	Mail to Payer at address in Step 1		
	<input type="checkbox"/>	Transfer this amount to account	For tax year	
	<input type="checkbox"/>	Escrow for next year's taxes		
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct			
	SIGN HERE <u>[Signature]</u>		Date of application <u>3/2/2010</u>	
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10			
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>[Signature]</u>	Date: <u>3/30/10</u>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>[Signature]</u>	Date: <u>3/12/10</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.7
 3/19



ARMANDO BARRERA JR., RTA
 Hidalgo County Tax Assessor - Collector
 PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
 Fax No.: 956-318-2733

Print Date: 03/03/2010

AUDITED BY: THE HIDALGO
 COUNTY AUDITOR'S OFFICE
 DATE: AM 3-3-10

JESUS RODRIGUEZ AGUERO
 620 S 12TH ST.
 MCALLEN, TX 78501

Account Number B2100-00-000-0014-00 HCAD No. R123284
Legal Description of the Property BELAIRE LOTS 14 & 19 200 E ITHACA AVE

2009 OVERAGE AMOUNT \$4,395.02

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner
	Mailing Address		Daytime Telephone Number
	City, State, Zip Code		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2009</u> and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	<input type="checkbox"/>	Overpaid the account	
	<input checked="" type="checkbox"/>	Duplicate payment	
	<input type="checkbox"/>	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		<u>5,128.86</u>
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		<u>4,395.02</u>
Step 5: How should the refund be processed?	<input checked="" type="checkbox"/>	Mail to Property Owner	
	<input type="checkbox"/>	Mail to Payer at address in Step 1	
	<input type="checkbox"/>	Transfer this amount to account	For tax year
	<input type="checkbox"/>	Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		Date of application
	SIGN HERE		<u>3-4-10</u>
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By:	Date: <u>3/30/10</u>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By:	Date: <u>3/16/10</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC			
Present mailing address (number and street) P O BOX 178		Phone (area code and number) (956) 318-2173			
City, town or post office, state, ZIP code EDINBURG TX 78540-0178					
To apply for a tax refund, the taxpayer must complete the following					
Step 1: Owner's name and address	Owner's name GARCIA, BEATRICE T.				
	Present mailing address (number and street) P.O. BOX 634				
	City, town or post office, state, ZIP code MERCEDES, TX. 78570-0634		Phone (area code and number)		
Legal description (or attach copy of the tax bill or tax receipt): CAMINO REAL ESTATES LOT 16					
Step 2: Describe the property	Address or location of property:				
	R696260				
	Account number of property:		Tax receipt number:		
	C0653.00.000.0016.00		OR 14470966		
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2009	11/03 / 09	\$ 6768.75 <i>φ</i>	\$ 3162.52 <i>φ</i>
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 3162.52 <i>1</i>
	Taxpayer's reason for refund (attach supporting documentation): ADJ ON ACCT TAX CEILING FRZ				
2009 TAXES.					
GG					
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	Signature <i>[Signature]</i>				Date of application for tax refund
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				Date 3/30/10
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)				Date 3/25/10

3/19 3/25



ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
 PO BOX 178

Phone No.: (956) 318-2157
 Fax No.: 956-318-2733

Print Date: 01/29/2010

AUDITED BY: THE HIDALGO
 COUNTY AUDITOR'S OFFICE
 DATE: ~~01/29/10~~
J.C. 3/29/10

LAFAYETTE MANAGEMENT CORORATION
 538 E 10TH ST
 MERCEDES, TX 78570

Account Number C1400-00-067-0003-19 HCAD No. R131783
Legal Description of the Property CAPISALLO E330'-W660'-S660' EXC NE 0.23AC- S245' LOT 3 BLK 67 4.77AC NET

2009 OVERAGE AMOUNT \$2,538.34

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 28: CITY OF MERCEDES, 46: MERCEDES ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name <i>Darren J. Swearingin Jr.</i>	Relationship to Property Owner <i>owner</i>
	Mailing Address <i>538 E. 10th</i>	Daytime Telephone Number <i>(956) 565-1172</i>
	City, State, Zip Code <i>Mercedes, TX. 78570</i>	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2009</u> and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	<input checked="" type="checkbox"/> Overpaid the account	
	<input type="checkbox"/> Duplicate payment	
	<input type="checkbox"/> Paid in error (explain)	
Step 4: Provide payment information <i>Attach copies of cancelled checks or tax office receipts</i>	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	<i>2,538.34</i>
Step 5: How should the refund be processed?	<input checked="" type="checkbox"/> Mail to Property Owner	
	<input type="checkbox"/> Mail to Payer at address in Step 1	
	<input type="checkbox"/> Transfer this amount to account	For tax year
	<input type="checkbox"/> Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE <i>Darren J. Swearingin Jr. Payer Lafayette</i>	Date of application <i>3/8/10</i>
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10 <i>M. J. Corp.</i>	
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <i>3/30/10</i>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <i>3/12/10</i>

This application must be completed, signed, and submitted with supporting documentation to be valid.

TXMCA



ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 03/03/2010

FASTENAL COMPANY
ATTN TAX DEPT
PO BOX 978
WINONA, MN 55987-1500

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 3/24/10
JC 3/26/10

Account Number 14000-99-000-0001-31 HCAD No. P579393
Legal Description of the Property INVENTORY FURNITURE FIXTURES EQUIPMENT & VEHICLES AT 225 N MCCOLL RD / NEW ACCT 1998 225 N MCCOLL RD

2009 OVERAGE AMOUNT \$2,571.49

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name <u>Fastenal Company</u>	Relationship to Property Owner
	Mailing Address <u>PO Box 1206</u>	Daytime Telephone Number <u>507-454-5374</u>
	City, State, Zip Code <u>Winona, MN 55987</u>	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2009</u> and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	<input type="checkbox"/> Overpaid the account	
	<input checked="" type="checkbox"/> Duplicate payment	
	<input type="checkbox"/> Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	<u>5142.98</u>
	Total tax, penalty, and interest amount owed for the year	<u>-</u>
	Amount of refund claimed	<u>2571.49</u>
Step 5: How should the refund be processed?	<input type="checkbox"/> Mail to Property Owner	
	<input checked="" type="checkbox"/> Mail to Payer at address in Step 1	
	<input type="checkbox"/> Transfer this amount to account	For tax year
	<input type="checkbox"/> Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE <u>[Signature]</u>	Date of application <u>3-10-10</u>
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <u>[Signature]</u> Date: <u>3/29/10</u>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <u>[Signature]</u> Date: <u>3/19/10</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name + BAIN, JANICE PD BY : FIRST AMERICAN +
	Present mailing address (number and street) 1 FIRST AMERICAN WAY
	City, town or post office, state, ZIP code WESTLAKE, TX. 76262
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **LAS CASITAS LOT 15**


Step 2: Describe the property	Address or location of property:
	R680477 +
	Account number of property: L3157.00.000.0015.00 + OR Tax receipt number: 14903291

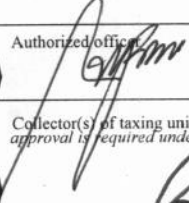
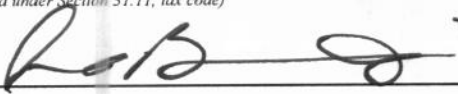
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2009	12/23	/ 09	\$ 5807.90
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 3090.56 +

Taxpayer's reason for refund (attach supporting documentation): **ADJ ON ACCT TAX CEILING FRZ**

2009 TAXES.

GG

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 3-24-10
	Authorized officer sign here 	Date 3/25/10
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date 3/17/10 +



ARMANDO BARRERA JR., RTA
 Hidalgo County Tax Assessor - Collector
 PO BOX 178

Phone No.: (956) 318-2157
 Fax No.: 956-318-2733

Print Date: 02/03/2010

AUDITED BY: THE HIDALGO
 COUNTY AUDITOR'S OFFICE
 DATE: AM 3-24-10

J.C. 3/24/10

Account Number M1950-00-013-0015-00 HCAD No. R228669
Legal Description of the Property MCALLEN ADDITION LOTS 15-16-17-18 BLK 13 123 S MAIN ST

OMEGA REALTY CORP C/O NBC
 BANK OF MISSION-ATTN: CREDIT
 PO BOX 1826
 EL PASO , TX 79949-1826

2009 OVERAGE AMOUNT \$13,716.61

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name <i>Omega Realty Corp</i>	Relationship to Property Owner
	Mailing Address <i>PO Box 1826</i>	Daytime Telephone Number <i>915-772-1177</i>
	City, State, Zip Code <i>El Paso TX 79949</i>	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2009</u> and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	<input type="checkbox"/> Overpaid the account	
	<input checked="" type="checkbox"/> Duplicate payment <i>Property was sold. Taxes pd at closing, and check was sent by Omega.</i>	<input type="checkbox"/> Paid in error (explain)
Step 4: Provide payment information <i>Attach copies of cancelled checks or tax office receipts</i>	Total amount paid by this taxpayer	<i>13716.61</i>
	Total tax, penalty, and interest amount owed for the year	<i>0</i>
	Amount of refund claimed	<i>13716.61</i>
Step 5: How should the refund be processed?	<input type="checkbox"/> Mail to Property Owner	
	<input checked="" type="checkbox"/> Mail to Payer at address in Step 1	
	<input type="checkbox"/> Transfer this amount to account	For tax year
	<input type="checkbox"/> Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE <i>[Signature]</i>	Date of application <i>3/2/10</i>
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <i>3/29/10</i>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <i>3/12/10</i>

This application must be completed, signed, and submitted with supporting documentation to be valid.

3/19



ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
 PO BOX 178

Phone No.: (956) 318-2157
 Fax No.: 956-318-2733

Print Date: 02/04/2010

AUDITED BY: THE HIDALGO
 COUNTY AUDITOR'S OFFICE
 DATE: _____

Account Number P5005-02-00J-0003-00 HCAD No. R698241
Legal Description of the Property PECAN GROVE PH 2 LOT 3 BLK J

RIO PROP VENTURES LLC
 809 E ESPERANZA, SUITE B
 TAX LIEN TRANSFER
 MCALLEN, TX 78501

AUDITED BY: THE HIDALGO
 COUNTY AUDITOR'S OFFICE
 DATE: AM 3/24/10
J.C. 3/29/10

2009 OVERAGE AMOUNT \$2,942.75

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 40: CITY OF WESLACO, 53: WESLACO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	<input type="checkbox"/> Overpaid the account	
	<input type="checkbox"/> Duplicate payment	
	<input type="checkbox"/> Paid in error (explain)	
Step 4: Provide payment information <i>Attach copies of cancelled checks or tax office receipts</i>	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	<input type="checkbox"/> Mail to Property Owner	
	<input type="checkbox"/> Mail to Payer at address in Step 1	
	<input type="checkbox"/> Transfer this amount to account	For tax year _____
	<input type="checkbox"/> Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE <i>[Signature]</i>	Date of application _____
If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <u>3/30/10</u>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <u>3/12/10</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.

3/19

0949m10

AI-20679

7.A.

Membership Dues - NAFTAO

CC CONSENT

Date: 04/13/2010

Submitted By: Myra Montoya, SHERIFF DEPT.

Submitted For: Myra Montoya

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:

Requesting approval of payment for 2010 membership dues for Sgt. Victor Valdez to the National Association of Field Training Officers (NAFTO) for the amount of \$40.00

BACKGROUND

The National Association of Field Training Officers is a non-profit association concerned with apprenticeship training for Law Enforcement, Communications, and Corrections personnel.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Available balance as of 4-7-10 \$2,971.00.

Attachments

Link: [NAFTO](#)

Link: [NAFTO fee](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 09:16 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/08/2010 02:58 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Myra Montoya
Started On: 04/07/2010 12:43 PM

Final Approval Date: 04/09/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

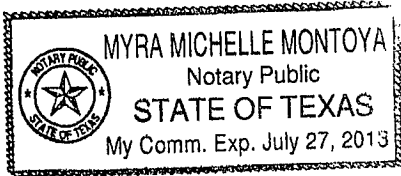
I, VICTOR VALDEZ, do hereby state that my membership in the
NATIONAL ASSOCIATION OF FIELD TRAINING OFFICERS on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Victor Valdez Jr.
TITLE: SERGEANT

Before me Myra M. Montoya, a Notary Public, appeared VICTOR VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

National Association of Field Training Officers

Tuesday, March 30, 2010

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[Home](#)

[Awards](#)

[Conference](#)






[Resources](#)



User Registration











User Registration

***Note:** Membership to this portal is Public. Once your account information has been submitted, you will be immediately granted access to the portal environment. All fields marked with a red arrow are required. - (**Note:** - Registration may take several seconds. Once you click the Register button please wait until the system responds.)

Enter a password.

 [Register](#)  [Cancel](#)

National Association of Field Training Officers

Wednesday, April 07, 2010

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What is NAFTAO?



The National Association of Field Training Officers (N.A.F.T.O.) is a non-profit educational and professional association concerned with apprenticeship training (commonly referred to as the Field Training Officer concept) for Law Enforcement, Communications, and Corrections personnel. Educators, Administrators and other Criminal Justice practitioners are also encouraged to participate.

NAFTO Goals

- To promote and foster mutual cooperation between Field Training Officers, other members of their agencies, private industry and the public.
- To provide a forum for the exchange of ideas and techniques.
- To conduct training seminars and conferences in FTO Program related issues.
- To research educational methodology so that improvements may be made in the areas of teaching and learning.
- To educate the membership and the public regarding apprenticeship training.
- To keep the membership, agencies and the public informed of legislative and statutory changes and their influence on field training.

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[Privacy Statement](#) [Terms Of Use](#)

National Association of Field Training Officers

Tuesday, February 23, 2010

[Home](#) [Join NAFTO](#)[Register](#) [Login](#)[Home](#)[Awards](#)[Conference](#)[Resources](#)**NAFTO Membership Benefits**

N.A.F.T.O. is designed to be owned, operated, and supported by the membership. Therefore, an annual membership fee is necessary. The fee is \$40.00, \$10.00 of which is returned to state chapters when those chapters have been formed. Membership fees are renewable in January of each year. Persons joining N.A.F.T.O. for the first time will receive credit for the year in which they join and all of the year following!

Membership Benefits:

- Regional and state chapter conferences and training sessions
- An annual training conference at the national level
- Consulting support to FTO program members, managers, supervisors, and department administrators

How To Join

Step 1: You must have a registered account before you can purchase a NAFTO membership. To register click [here](#) and then login under your new account name.

If you already have a registered account, make sure you are [logged in](#) under that name and then come back to this page.

Step 2: Once you have a registered account and are logged in. You will see the payment level and processor below.

Choose your payment and then click the "Subscribe" link at the bottom of the page.

Subscribe

To become a subscriber of this site, you will need a registered user account.

You can register a new user account [here](#). Alternatively, if you already have a user account, you can login [here](#).

AI-20680

7.B.

**Membership Dues - IALEFI
CC CONSENT**

Date: 04/13/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for year 2010 membership dues (\$55 each) for Sgt. Victor Valdez, Deputy Jesse Brown and Deputy Tom Wilemon to the International Association of Law Enforcement Firearms Instructors (IALEFI) in the total amount of \$165.00.

BACKGROUND

The International Association of Law Enforcement Firearms Instructors is a membership organization which was organized in 1981 by a group of concerned firearms instructors. They recognized the need for a way to update and modernize the instruction and teaching techniques being used to train the majority of law enforcement officers.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:
Available balance as of 4-7-10 \$2,971.00.

Attachments

Link: [IALEFI](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2		Budget & Management	Erika Zamora	04/08/2010 09:16 AM	APRV
3		Manuel Chapa	Manuel Chapa	04/08/2010 03:41 PM	APRV
4		Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Myra Montoya				Started On: 04/07/2010 12:50 PM	
Final Approval Date: 04/09/2010					

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

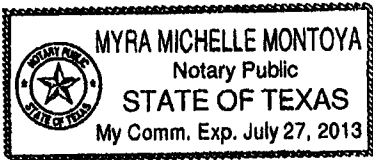
THE STATE OF TEXAS
COUNTY OF HIDALGO

I, VICTOR VALDEZ, do hereby state that my membership in the INTERNATIONAL ASSOCIATION OF LAW ENFORCEMENT FIREARMS INSTRUCTORS on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Victor Valdez
TITLE: SERGEANT

Before me Myra M. Montoya, a Notary Public, appeared VICTOR VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

International Association of Law Enforcement Firearms Instructors, Inc.®

25 Country Club Rd S-707, Gilford NH 03249, 603.524.8787 fax 603.524.8856

Membership Application (not certification)

Active Membership \$55.00 -- Associate Membership \$55.00 -- Business Membership \$550.00

Name: Victor Valdez M.I. _____
E-mail Address: victor.valdez@hidalgo.org Date of Birth _____ (m/d/y)

Preferred Mailing Address (please check one): Work Home

Agency: Hidalgo County Sheriff's Office

Work Address: 715 El Cibolo Road

City: Edinburg Prov/State: TX Postal Code: 78542 Country: USA

Work Phone: 956-381-7979 Home Phone: 956-686-2808

Work Fax: 956-381-7997 Cell Phone: 956-878-9995

Home Address: 6504 N. 17th

City: McAllen Prov/State: TX Postal Code: 78504 Country: USA

Background: - Must be completed entirely

Date designated a FI by your Agency: _____ Are you presently active as your Agencies FI? _____

Describe the FI Training you have attended, and your background as a Firearms Instructor. _____

Copies of your certification/diplomas MUST accompany this application

Endorsement of Applicant's or direct firearms training instructor: I know the applicant to be professionally engaged in Firearms Instruction (Active Membership), or know him/her to be a law abiding citizen who has knowledge that would benefit Firearms Instruction (Associate Membership) and recommend him/her for membership.

Signed/dated: _____

Print Name: Victor Valdez Title: Sergeant Phone: 956-381-7979

I hereby apply for membership in I.A.L.E.F.I. and, if accepted, agree to abide by the bylaws and regulations published by this Association.

Signed/dated: _____

If you are being sponsored by a present I.A.L.E.F.I. member please print member's name: _____

Incomplete applications will be returned

Include check (U.S. Funds - payable to IALEFI) or Charge to: Master Card Visa American Express

Account # _____ Exp. Date _____ 3-Digit Security _____

Code: _____

Signature if using credit card: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JESSE J. BROWN, do hereby state that my membership in the
INTERNATIONAL ASSOCIATION OF LAW ENFORCEMENT FIREARMS INSTRUCTORS on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.
I further state the following:

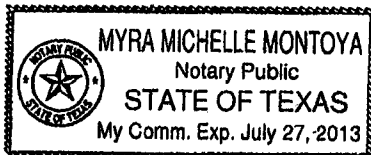
- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: _____

DEPUTY SHERIFF

Before me Myra M. Montoya, a Notary Public, appeared JESSE J. BROWN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

International Association of Law Enforcement Firearms Instructors, Inc.®

25 Country Club Rd S-707, Gilford NH 03249, 603.524.8787 fax 603.524.8856

Membership Application (not certification)

Active Membership \$55.00 -- Associate Membership \$55.00 -- Business Membership \$550.00

Name: M.I.
 E-mail Address: Date of Birth (m/d/y)

Preferred Mailing Address (please check one): Work Home

Agency:
 Work Address:
 City: Prov/State: Postal Code: Country:
 Work Phone: Home Phone:
 Work Fax: Cell Phone:
 Home Address:
 City: Prov/State: Postal Code: Country:

Background: - Must be completed entirely

Date designated a F I by your Agency: Are you presently active as your Agencies FI?

Describe the FI Training you have attended, and your background as a Firearms Instructor.

Copies of your certification/diplomas MUST accompany this application

Endorsement of Applicant's or direct firearms training instructor: I know the applicant to be professionally engaged in Firearms Instruction (Active Membership), or know him/her to be a law abiding citizen who has knowledge that would benefit Firearms Instruction (Associate Membership) and recommend him/her for membership.

Signed/dated:
 Print Name: Title: Phone:

I hereby apply for membership in I.A.L.E.F.I. and, if accepted, agree to abide by the bylaws and regulations published by this Association.

Signed/dated:

If you are being sponsored by a present I.A.L.E.F.I. member please print member's name:

Incomplete applications will be returned

Include check (U.S. Funds - payable to IALEFI) or Charge to: Master Card Visa American Express
 Account # Exp. Date 3-Digit Security Code:

Signature if using credit card:

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, TOM F. WILEMON, do hereby state that my membership in the INTERNATIONAL ASSOCIATION OF LAW ENFORCEMENT FIREARMS INSTRUCTORS on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

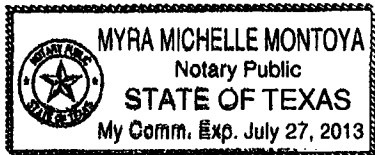
SIGNATURE: _____

[Handwritten Signature]

TITLE: _____

DEPUTY SHERIFF

Before me Myra M. Montoya a Notary Public, appeared TOM F. WILEMON and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

International Association of Law Enforcement Firearms Instructors, Inc.®

25 Country Club Rd S-707, Gilford NH 03249, 603.524.8787 fax 603.524.8856

Membership Application (not certification)

Active Membership \$55.00 -- Associate Membership \$55.00 -- Business Membership \$550.00

Name: Tom Wilemon M.I. F
E-mail Address: tom.wilemon@hidalgo.org Date of Birth: (m/d/y)

Preferred Mailing Address (please check one): Work Home

Agency: Hidalgo County Sheriff's Office

Work Address: 715 El Cibolo

City: Edinburg Prov/State: TX Postal Code: 78542 Country: USA

Work Phone: 956-381-7979 Home Phone: 956-686-2808

Work Fax: 956-381-7997 Cell Phone: 956-878-9995

Home Address: 6504 N. 17th

City: McAllen Prov/State: TX Postal Code: 78504 Country: USA

Background: - Must be completed entirely

Date designated a F I by your Agency: 03/03/00 Are you presently active as your Agencies FI? Yes

Describe the FI Training you have attended, and your background as a Firearms Instructor.

Copies of your certification/diplomas MUST accompany this application

Endorsement of Applicant's or direct firearms training instructor: I know the applicant to be professionally engaged in Firearms Instruction (Active Membership), or know him/her to be a law abiding citizen who has knowledge that would benefit Firearms Instruction (Associate Membership) and recommend him/her for membership.

Signed/dated:

Print Name: Tom F. Wilemon Title: Senior Deputy Phone: 956-381-7979

I hereby apply for membership in I.A.L.E.F.I. and, if accepted, agree to abide by the bylaws and regulations published by this Association.

Signed/dated:

If you are being sponsored by a present I.A.L.E.F.I. member please print member's name:

Incomplete applications will be returned

Include check (U.S. Funds - payable to IALEFI) or Charge to: Master Card Visa American Express

Account # Exp. Date 3-Digit Security

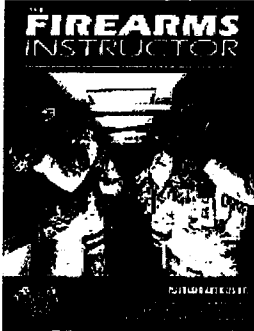
Code:

Signature if using credit card:

International Association of Law Enforcement Firearms Instructors, Inc.

HOME ATC UPDATES MEMBERSHIP TRAINING CONTACT

Issue 47



Members Log In
Welcome
Mission
Emblem Products
Corporate Sponsors
Board of Directors
FAQ's

To those who have served, and are serving now, thank you from those of us who sleep under the blanket of security you provide.

IALEFI® has long recognized and appreciated our members who are either active duty military personnel, or, military reservist. In a way of expressing our gratitude to those who serve, we would like to acknowledge those individuals in **this special area of our web site.**

IALEFI Mission

The International Association of Law Enforcement Firearms Instructors® is a membership organization which was organized in 1981 by a group of concerned firearms instructors. They recognized the need for a way to update and modernize the instruction and teaching techniques being used to train the majority of law enforcement officers.

IALEFI® is an independent, non-profit Association supported by dues and managed by a Board of Directors elected from among the active members.

In a few short years IALEFI® has grown to include in its membership all facets of law enforcement firearms instructors from federal, state, county, local, and private agencies.

Additionally, foreign countries are represented from as close as our Canadian neighbors to the north, Brazil to our south, and as far as Hong Kong to our west, and Europe and South Africa to our east.

IALEFI® is truly an international organization that addresses the universal problems encountered by all professionals engaged in the field of firearms instruction.

Aims and Purposes: As defined by the bylaws, IALEFI® was organized and is dedicated to: Encouraging the development and operation of training programs to firearms instructors among law enforcement, security, criminal justice, and investigative agencies and organizations, and encouraging the development, improvement and conduct of programs to meet those needs, and conducting an Annual Training Conference to provide members with education in the latest techniques and technologies available to the law enforcement firearms instructor.

IALEFI® - 25 Country Club Rd, Ste 707 - Gilford NH
 Phone (603) 524-8787 Fax (603) 524-8856 Email info@ialefi.com

AI-20677

7.C.

**Membership Dues - ILEETA
CC CONSENT**

Date: 04/13/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for 2010 membership dues for Sgt. Victor Valdez, Deputy Jesse J. Brown, Deputy Antonio Zarzoza, Deputy Tom F. Wilemon and Deputy Federico Perez to the International Law Enforcement Educators and Trainers Association (ILEETA).

BACKGROUND

ILEETA is a professional membership based organization that is dedicated to serving the professional needs of its members. This is done by publishing a quarterly periodical, presenting an annual international training conference and expo.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Available balance as of 4-7-10 \$2,971.00.
New membership \$50.00
Renewal membership \$45 X 4 = 180.00

Attachments

Link: [ILEETA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2	Budget & Management		04/09/2010 04:41 PM	PEND
3	Manuel Chapa	Manuel Chapa	04/08/2010 11:27 AM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Myra Montoya			Started On: 04/07/2010 11:48 AM	
Final Approval Date: 04/09/2010				

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, VICTOR VALDEZ, do hereby state that my membership in the INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC. on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

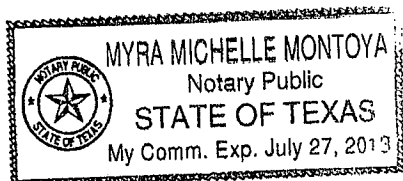
SIGNATURE: _____

Victor Valdez Jr.

TITLE: _____

SERGEANT

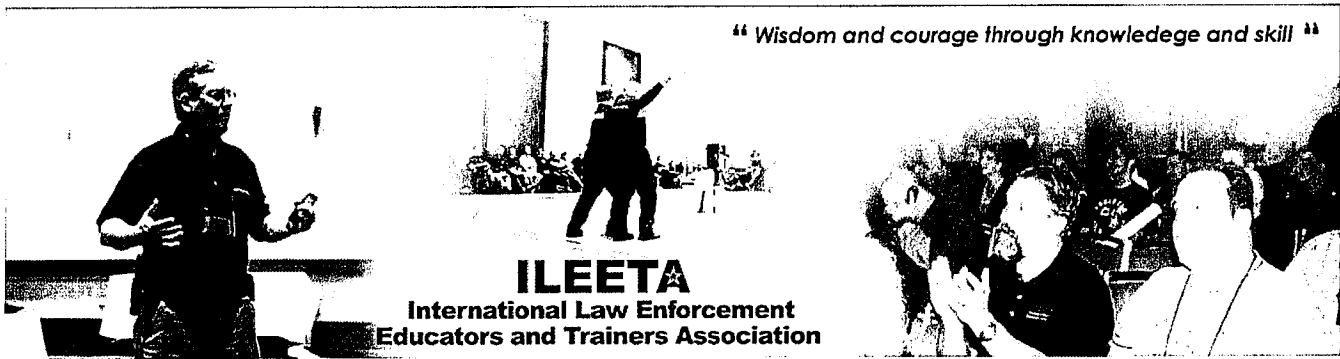
Before me Myra M. Montoya, a Notary Public, appeared VICTOR VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



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Renewal

You can now renew your membership by using your credit card or a PayPal account.

Step 1 of 2 Fill out the form below.

Your name :	<input type="text" value="Victor Valdez"/>
Your email:	<input type="text" value="victor.valdez@hidalgoso.org"/>
Your agency:	<input type="text" value="Hidalgo County Sheriff's Office"/>
Your phone:	<input type="text" value="968-381-7979"/>
your comments:	<input type="text"/>
Security Code:	
	<input type="text" value="3mq89m"/>
	<input type="button" value="Renew"/>



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TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, JESSE J. BROWN, do hereby state that my membership in the INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC. on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

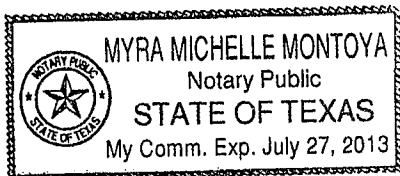
SIGNATURE: _____

Jesse J. Brown

TITLE: _____

DEPUTY SHERIFF

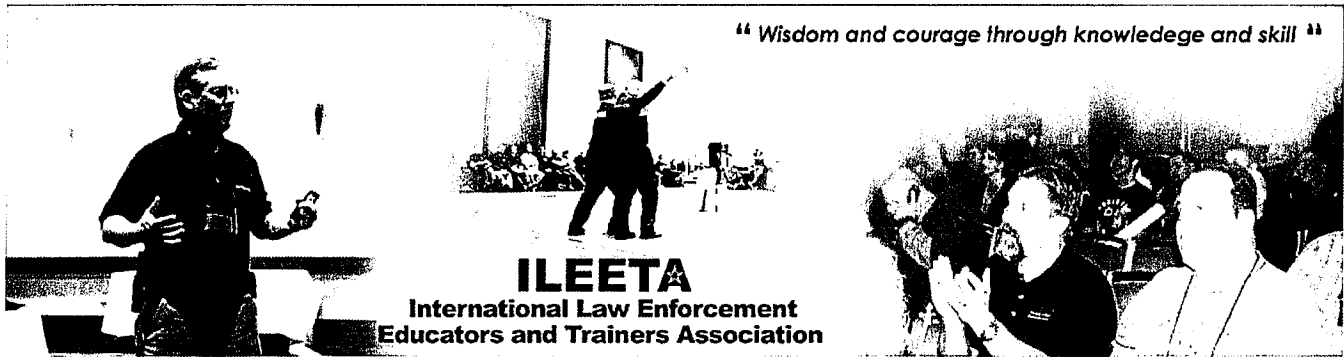
Before me Myra M. Montoya Notary Public, appeared JESSE J. BROWN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



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Renewal

You can now renew your membership by using your credit card or a PayPal account.

Step 1 of 2 Fill out the form below.

Your name :	<input type="text" value="Jesse Brown"/>
Your email:	<input type="text" value="j.brown@hidalgoso.org"/>
Your agency:	<input type="text" value="Hidalgo County Sheriff's Office"/>
Your phone:	<input type="text" value="956-381-7979"/>
your comments:	<input type="text"/>
Security Code:	<input type="text" value="89894"/>
	<input type="button" value="Continue"/>



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TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, ANTONIO ZARZOZA, do hereby state that my membership in the INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC. on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

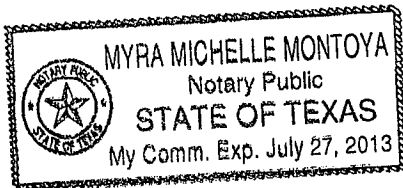
- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association or organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: _____

DEPUTY SHERIFF

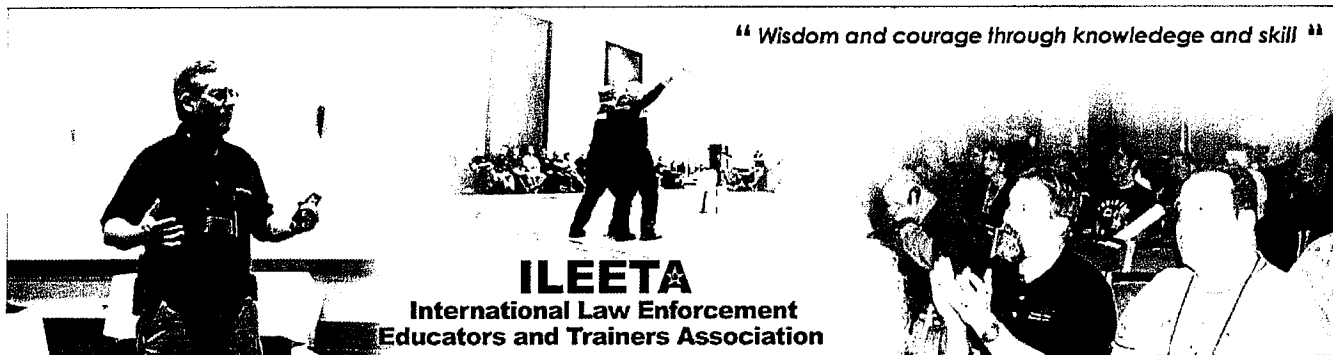
Before me Myra M. Montoya, a Notary Public, appeared ANTONIO ZARZOZA and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



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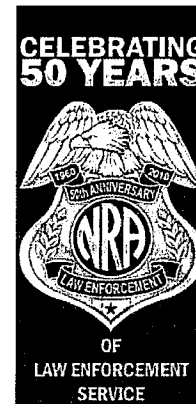
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Renewal

You can now renew your membership by using your credit card or a PayPal account.

Step 1 of 2 Fill out the form below.

Your name :	<input type="text" value="Antonio Zarzoza"/>
Your email:	<input type="text" value="antonio.zarzoza@hidalgo.org"/>
Your agency:	<input type="text" value="Hidalgo County Sheriff's Office"/>
Your phone:	<input type="text" value="956-381-7979"/>
your comments:	<input type="text"/>
Security Code:	<input type="text" value="312"/>
	<input type="button" value="Renew"/>




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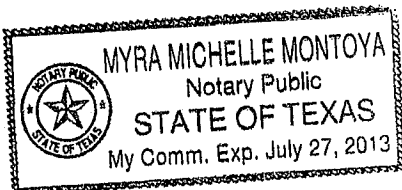
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COUNTY OF HIDALGO

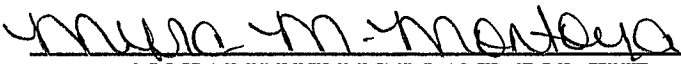
I, TOM F. WILEMON, do hereby state that my membership in the INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC. on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

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SIGNATURE: 
TITLE: DEPUTY SHERIFF

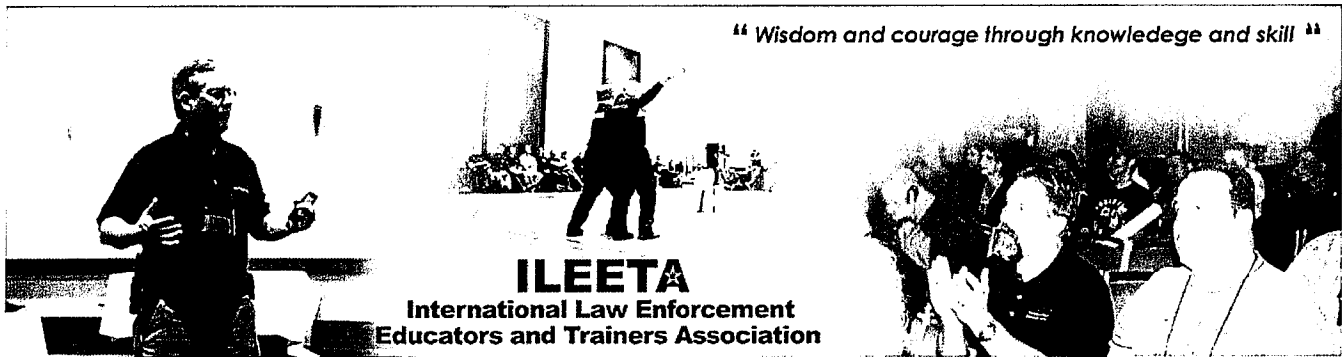
Before me Myra M. Montoya, a Notary Public, appeared TOM F. WILEMON and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



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Renewal

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Step 1 of 2 Fill out the form below.

Your name :
 Your email:
 Your agency:
 Your phone:
 your comments:
 Security Code:



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TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, FEDERICO PEREZ, do hereby state that my membership in the
INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC. on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

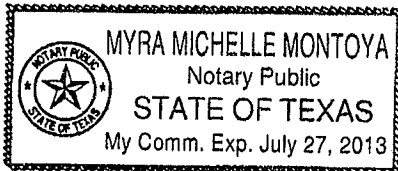
- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
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- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: _____

[Handwritten Signature]
DEPUTY SHERIFF

Before me Myra M. Montoya, a Notary Public, appeared FEDERICO PEREZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ILEETAInternational Law Enforcement
Educators and Trainers Association**International Training Conference and Expo**

April 19 - 24, 2010

Westin Chicago North Shore

2010 Conference Registration

IMPORTANT-PLEASE READ: Please be as accurate as possible when completing this form, since this information is used to print your conference certificate, your conference ID badge, and for training record purposes. You MUST be an ILEETA member to attend the 2010 ILEETA Conference. Have questions? Call 262.767.1406 or email Info@ileeta.org

NOTE: Please complete shaded areas of this form. If e-mailing this form to ILEETA at info@ileeta.org, please re-name file the using your conference badge name and "2010crf". For example: John_A_Smith_2010crf. If you e-mail your registration you will receive a confirmation reply within 3 business days.

Attendee Information – Must be an ILEETA Member to Attend – See Next Section

Name	Last	Perez	First	Federico	M.I.	
Conference Badge Name	Fred Perez			Country	U.S.	
Agency/Company	Hidalgo County Sheriff's Office			Title/Rank	Sr. Deputy Sheriff	
Agency Street Address	P.O. Box 1228					
City	Edinburg	State	Texas	ZIP	78540	
Agency Phone	(956) 383-8114	Agency E-Mail				
Home Street Address	P.O. Box 4488					
City / State / Zip Code	Edinburg, Texas 78540					
Home Phone	(956) 648-3702	Home E-Mail	fperez3@hotmail.com			
Emergency Contact	Name	Iris Perez		Phone Number	(956) 343-4697	
Preferred Contact	<input checked="" type="checkbox"/> Home	<input type="checkbox"/> Agency	Shirt Size	<input type="checkbox"/> M	<input type="checkbox"/> L	<input type="checkbox"/> XL
				<input checked="" type="checkbox"/> XXL	<input type="checkbox"/> XXXL	
I do not authorize ILEETA to provide my preferred contact e-mail address to ILEETA conference vendors <input checked="" type="checkbox"/>						

ILEETA Membership Application – ILEETA Members Need Not Complete

We will need verification that you are an instructor in the field of criminal justice. Please indicate in the space provided the nature of your instruction/training.

Supervisor or Client who can verify you the above	Sergeant Victor Valdez					
Contact for Above	Phone	(956) 383-8114	E mail	victor.valdez@hidalgo.org		
ILEETA Sponsor Name if Any						
Additional Information						

Payment Information: FULL PAYMENT MUST BE MADE PRIOR TO THE CONFERENCE - NO EXCEPTIONS!!

- Conference Fee \$345 New Membership U.S. \$50 New Membership other than U.S. \$55
 Renewal Membership U.S. \$45 Renewal Membership other than U.S. \$50

I wish to contribute the following amount to support the Trinity of Dedication Foundation

Payment Type	<input type="checkbox"/> M/C or VISA	<input type="checkbox"/> Debit Card	<input type="checkbox"/> PayPal	<input type="checkbox"/> Check/Money Order	<input type="checkbox"/> Other(Specify):
Card Number				Expires	
Name as it appears on the card					

COMPLETED FORM MAY BE FAXED TO #262-767-1813 OR SAVE FILE AND E-MAIL TO

INFO@ILEETA.ORG OR PRINT AND MAIL TO: ILEETA, 1972 GAIL LYNNE DR., BURLINGTON, WI USA 53105

QUESTIONS? CALL ILEETA AT 262.767.1406 OR E MAIL INFO@ILEETA.ORG OR GO TO WWW.ILEETA.ORG

AI-20678

7.D.

**Membership Dues - IACA
CC CONSENT**

Date: 04/13/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for 2010 membership dues (\$25 each) for Crime Analyst, Vanessa Cardenas; Crime Analyst, Nora Martinez; and Sr. Crime Analyst Roberto Valdez to the International Association of Crime Analysts (IACA) in the total amount of \$75.00.

BACKGROUND

The IACA is to help crime analyst around the world improve their skills and make valuable contacts, to help law enforcement agencies make the best use of crime analysis and to advocate for standards of performance and technique within the profession itself.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Available balance as of 4-7-10 \$2,971.00

Attachments

Link: [IACA](#)
Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 09:15 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/08/2010 01:18 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Myra Montoya

Started On: 04/07/2010 12:30 PM

Final Approval Date: 04/09/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

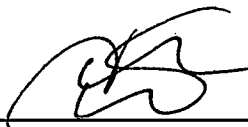
COUNTY OF HIDALGO

I, VANESSA CARDENAS, do hereby state that my membership in the
INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
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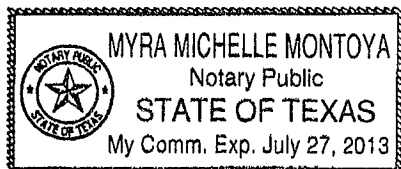
SIGNATURE: _____



TITLE: _____

CRIME INTELL ANALYST

Before me Myra M. Montoya a Notary Public, appeared VANESSA CARDENAS and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS


AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041




The International Association of Crime Analysts
Serving the crime analysis community since 1990

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Please take a few moments to complete our online membership application. Please note all red fields (*) are **required**. Please click the question mark  for help with the field.

You will have the option to pay your membership fees by credit card, PayPal, or check on the next page.

Title
 *First Name
 Middle
 Name/Initial
 *Last Name
 Suffix
 Agency/Business Name
 Division
 Agency/Business Website
 *Job Category
 *Job Title
 *Address
 *City
 *State
 *Zip Code
 *Phone() - extension
 Fax() -
 *Is your identity confidential? No
 Member bio out of 350 maximum characters remaining

 [Submit application](#)

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, ROBERT VALDEZ, do hereby state that my membership in the
INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
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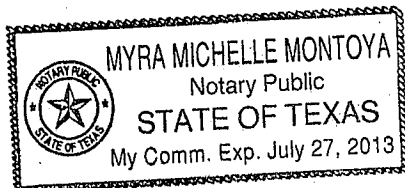
SIGNATURE: _____

Robert Valdez

TITLE: _____

SENIOR CRIME ANALYST

Before me Myra M. Montoya, a Notary Public, appeared ROBERT VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
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AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041




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You will have the option to pay your membership fees by credit card, PayPal, or check on the next page.


Title 

*First Name


Middle

Name/Initial


*Last Name

Suffix 

Agency/Business Name

Division 


Agency/Business Website

*Job Category 

*Job Title

*Address


*City

*State 

*Zip Code

*Phone() - extension

Fax() -

*Is your identity confidential? No 

Member bio out of 350 maximum characters remaining

 [Submit application](#)

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, NORA MARTINEZ, do hereby state that my membership in the
INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

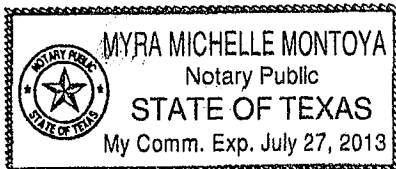
SIGNATURE: _____

Nora Martinez

TITLE: _____

CRIME INTELL ANALYST

Before me Myra M. Montoya Notary Public, appeared NORA MARTINEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



The International Association of Crime Analysts
Serving the crime analysis community since 1990

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IACA Membership Application (US Residents)

Please take a few moments to complete our online membership application. Please note all red fields (*) are required. Please click the question mark for help with the field.

You will have the option to pay your membership fees by credit card, PayPal, or check on the next page.

Title

*First Name

Middle

Name/Initial

*Last Name

Suffix

Agency/Business Name

Division

Agency/Business Website

*Job Category

*Job Title

*Address

*City

*State

*Zip Code

*Phone() - extension

Fax() -

*Is your identity No confidential?

Member bio out of 350 maximum characters remaining



The International Association of Crime Analysts
Serving the crime analysis community since 1990

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About the IACA

The International Association of Crime Analysts was formed in 1990 to help crime analysts around the world improve their skills and make valuable contacts, to help law enforcement agencies make the best use of crime analysis, and to advocate for standards of performance and technique within the profession itself. We accomplish these goals through training, networking, and publications.

IACA membership is around 1,500 members and climbing. Members include crime analysts, intelligence analysts, police officers of all ranks, educators, and students. The majority of our members (roughly 86%) are from agencies within the United States of America. Non-U.S. members include analysts from Argentina, Australia, Brazil, Cameroon, Canada, the Cayman Islands, Chile, China, Cyprus, Fiji, Finland, France, Germany, Greece, Haiti, India, Israel, Italy, Jordan, Kenya, Luxembourg, Malaysia, Mexico, the Netherlands, New Zealand, Nigeria, Norway, Pakistan, the Philippines, Poland, Portugal, Russia, Rwanda, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, Turkey, the United Arab Emirates, the United Kingdom, and Venezuela.

The centerpiece of IACA activity has historically been its annual conference, held at varying locations within the United States. In 2004, we published our first book, *Exploring Crime Analysis*. Our certification program was launched in 2005, and we began offering our professional training series in 2006.


The International Association of Crime Analysts
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The International Association of Crime Analysts
Serving the crime analysis community since 1990

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Join the IACA

The current IACA membership fee for individuals is **\$25.00 USD**. Individuals applying from UN-designated Developing Countries can join for 20% of the current fee. Group membership fees vary by group size and are paid directly to the regional association, not to the IACA.

Benefits of membership in the IACA include:

- Access to the members only section of this web site, which includes:
 - The Forecaster (IACA newsletter)
 - Searchable member database
 - Executive Board meeting minutes
 - The IACA Web Forums
 - DL Contacts for the United States
- Attendance at IACA conferences at reduced rates
- The right to vote for members of the IACA board and to vote on other issues
- The ability to serve on IACA committees
- The chance to run for a board position
- Subscription to the IACA's electronic discussion list
- A membership certificate

To apply for membership in the IACA, please begin by entering the information below:

Email address _____

Type ?

Country

The International Association of Crime Analysts
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**Membership Dues - TTPOA
CC CONSENT**

Date: 04/13/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.
Agenda Category: Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for year 2010 membership dues (\$30.00 each) for Sgt. Victor Valdez, Deputy Jesse Brown, and Deputy Tom Wilemon to the Texas Tactical Police Officers Association (TTPOA) for the total amount of \$90.00.

BACKGROUND

The TTPOA encourages communication and mutual support between agencies to create standards of training, and equally as important, to create an provide affordable training resources for tactical officers and teams.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Available balance as of 4-7-10 \$2,971.00.

Attachments

Link: [TTPO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 09:17 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/08/2010 02:48 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Myra Montoya			Started On: 04/07/2010 02:19 PM	
Final Approval Date: 04/09/2010				

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JESSE J. BROWN, do hereby state that my membership in the
TEXAS TACTICAL POLICE OFFICERS ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association of organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

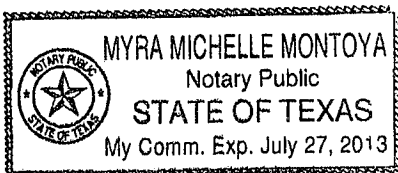
SIGNATURE: _____



TITLE: _____

DEPUTY SHERIFF

Before me Myra M. Montoya, a Notary Public, appeared JESSE J. BROWN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TTPOA Membership Application

First Name * Last Name *

New or Renewal? * New

Membership Type: * Individual (US-\$30) If Team, No. Members: *

Employing Department/Agency: *

Mailing Address: *

City: * County: *

State * Country * Zip *

Home Telephone: (e.g. 817-555-1234)

Work Telephone: (e.g. 817-555-1234) *

Email Address: * **(You MUST have a valid E-mail Address for online registration)**

Payment Type*

Proceed >

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TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

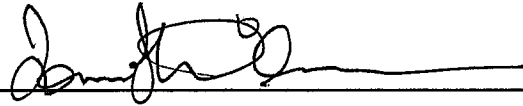
COUNTY OF HIDALGO

I, TOM F. WILEMON, do hereby state that my membership in the
TEXAS TACTICAL POLICE OFFICERS ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
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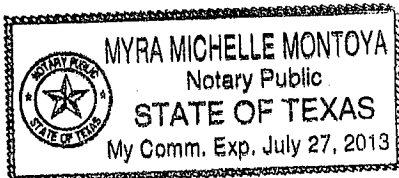
SIGNATURE: _____



TITLE: _____

DEPUTY SHERIFF

Before me Myra M. Montoya, a Notary Public, appeared TOM F. WILEMON and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TTPOA Membership Application

First Name * Last Name *

New or Renewal? *
 New

Membership Type: * Individual (US-\$30) If Team, No. Members: *

Employing Department/Agency: *

Mailing Address: *

City: * County: *

State * Country * Zip *

Home Telephone: (e.g. 817-555-1234)

Work Telephone: (e.g. 817-555-1234) *

Email Address: *
 (You MUST have a valid E-mail Address for online registration)

Payment Type*
 Select Payment Method

Proceed >

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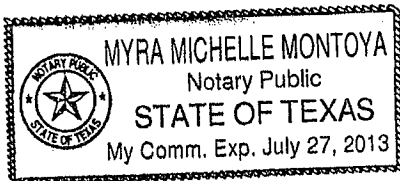
COUNTY OF HIDALGO

I, VICTOR VALDEZ, do hereby state that my membership in the
TEXAS TACTICAL POLICE OFFICERS ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.
I further state the following:

- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
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- 3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Victor Valdez
TITLE: SERGEANT

Before me Myra M. Montoya, a Notary Public, appeared VICTOR VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TTPOA Membership Application

First Name * Last Name *

Victor Valdez

New or Renewal? *

New

Membership Type: * If Team, No. Members: *

Individual (US-\$30)

Employing Department/Agency: *

Hidalgo Co. S.O.

Mailing Address: *

715 El Cibolo Rd

City: * County: *

Edinburg Hidalgo

State * Country * Zip *

TX USA 78541

Home Telephone: (e.g. 817-555-1234)

956-341-5322

Work Telephone: (e.g. 817-555-1234) *

956-381-7979

Email Address: *

(You MUST have a valid E-mail Address for online registration)

victor.valdez@hidalgoso.org

Payment Type*

Select Payment Method

Proceed >

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About the TTPOA

In the early 1980's a group of Texas police officers who were assigned to SWAT units saw an obstacle in the path of their careers. This obstacle was a lack of training, and a lack of standards for tactical officers, tactical teams, and the operations they conduct. These officers recognized a need for a state association to exchange information, to create standards of training, and equally as important, to create and provide affordable training resources for tactical officers and teams.

The Texas Tactical Police Officers Association was the result.

The TTPOA encourages communication and mutual support between agencies. COMMAND magazine has been the communication tool for the association since 1992. Each year the TTPOA holds a Competition to encourage high standards of physical fitness, and a conference to give members a chance to "network" for the exchange of ideas and techniques as well as to attend high quality tactical training.

In the years since the formation of the association, we have gone from an obscure group of a few dozen to a dynamic organization of over 3,000 members. This non-profit organization is run by elected members, members of tactical teams who volunteer their time. We strive to make training and information available to our membership, both through our sponsored training courses and through COMMAND.

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AI-20685

7.F.

Membership Dues - NTOA

CC CONSENT

Date: 04/13/2010

Submitted By: Myra Montoya, SHERIFF DEPT.

Submitted For: Myra Montoya

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:

Requesting approval of payment for year 2010 membership dues (\$40 each) for Sgt. Victor Valdez, Deputy Tom Wilemon and Deputy Jesse Brown to the National Tactical Officers Association (NTOA) for the total amount of \$120.00.

BACKGROUND

The mission of the National Tactical Officers Association is to enhance the performance and professional status of law enforcement personnel by providing a credible and proven training resource as well as a forum for the development of tactics and information exchange.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Available balance as of 4-7-10 \$2,971.00.

Attachments

Link: [NTOA](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2		Budget & Management	Erika Zamora	04/08/2010 09:16 AM	APRV
3		Manuel Chapa	Manuel Chapa	04/08/2010 01:38 PM	APRV
4		Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Myra Montoya

Started On: 04/07/2010 01:58 PM

Final Approval Date: 04/09/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, VICTOR VALDEZ, do hereby state that my membership in the
NATIONAL TACTICAL POLICE OFFICERS ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.

I further state the following:

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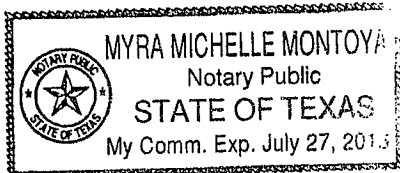
SIGNATURE: _____

Victor Valdez Jr.

TITLE: _____

SERGEANT

Before me Myra M. Montoya, a Notary Public, appeared VICTOR VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



National Tactical Officers Association

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• Do not enter the two letters at the end your NTOA Member #. Enter only the actual number in the field.

• International Orders please call NTOA HQ direct - no online orders at this time.

Code	Product	Quantity	Price/Ea.	Total
I-TACTICAL	Individual NTOA Membership Renewal Country: USA	1	\$40.00	\$40.00
				Total: \$40.00

Bold = Required

Italic = Optional

Ship To:

First Name: Victor
Last Name: Valdez
Email Address: victor.valdez@hidalgo.org
Phone Number: 956-341-5322
Fax Number:
Company:
Address: 413 N. 6th St.
City: Donna
State/Province: Texas
Other State/Province:
Zip/Postal Code: 78537
Country: United States

Bill To (If Different):

First Name:
Last Name:
Email Address:
Phone Number:
Fax Number:
Company: Hidalgo Co. S.O
Address: 711 El Cibolo Rd.
City: Edinburg
State/Province: Texas
Other State/Province:
Zip/Postal Code: 78541
Country: United States

- 1) NTOA Member #: 54019
- 2) Shipping to your?
- 3) Rank/Title: _____

Continue

NTOA • P.O. BOX 797 DOYLESTOWN, PA 18901 • 800-279-9127

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

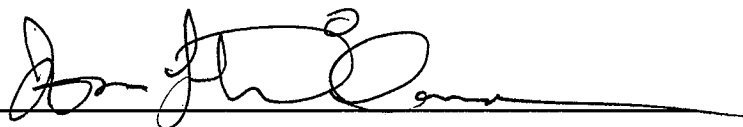
THE STATE OF TEXAS

COUNTY OF HIDALGO

I, TOM F. WILEMON, do hereby state that my membership in the
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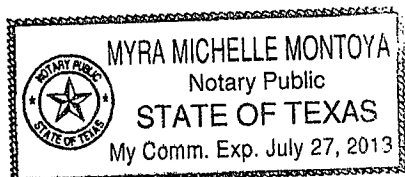
SIGNATURE: _____



TITLE: _____

DEPUTY SHERIFF

Before me Myra M. Montoya a Notary Public, appeared TOM F. WILEMON and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



National Tactical Officers Association

STORE FRONT

SEARCH

PRODUCT LIST

BASKET CONTENTS

CHECKOUT

• If your shipping address is different from the billing address on the credit card you are using please complete the "Bill To" section.

• Do not enter the two letters at the end your NTOA Member #. Enter only the actual number in the field.

• International Orders please call NTOA HQ direct - no online orders at this time.

Code	Product	Quantity	Price/Ea.	Total
I-TACTICAL	Individual NTOA Membership Renewal Country: USA	1	\$40.00	\$40.00
				Total: \$40.00

Bold = Required

Italic = Optional

Ship To:

First Name: Tom F.
Last Name: Wilemon
Email Address: tom.wilemon@hidalgoso.org
Phone Number: 956-878-9995
Fax Number:
Company:
Address: 6504 N. 17th St.
City: McAllen
State/Province: Texas
Other State/Province:
Zip/Postal Code: 78504
Country: United States

Bill To (If Different):

First Name:
Last Name:
Email Address:
Phone Number:
Fax Number:
Company: Hidalgo Co. S.O
Address: 711 El Cibolo Rd.
City: Edinburg
State/Province: Texas
Other State/Province:
Zip/Postal Code: 78541
Country: United States

1) NTOA Member #: 54018

2) Shipping to your?

3) Rank/Title:

Continue

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TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

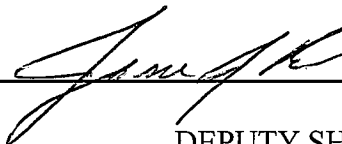
COUNTY OF HIDALGO

I, JESSE J. BROWN, do hereby state that my membership in the
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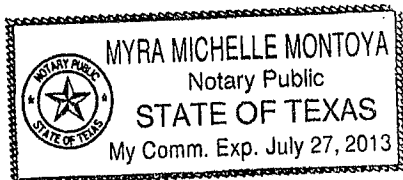
SIGNATURE: _____



TITLE: _____

DEPUTY SHERIFF

Before me Myra M. Montoya a Notary Public, appeared JESSE J. BROWN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



National Tactical Officers Association

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BASKET CONTENTS

CHECKOUT

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• International Orders please call NTOA HQ direct - no online orders at this time.

Code	Product	Quantity	Price/Ea.	Total
I-TACTICAL	Individual NTOA Membership Renewal Country: USA	1	\$40.00	\$40.00
				Total: \$40.00

Bold = Required

Italic = Optional

Ship To:

First Name:
Last Name:
Email Address:
Phone Number:
Fax Number:
Company:
Address:
City:
State/Province:
Other State/Province:
Zip/Postal Code:
Country:

Bill To (If Different):

First Name:
Last Name:
Email Address:
Phone Number:
Fax Number:
Company:
Address:
City:
State/Province:
Other State/Province:
Zip/Postal Code:
Country:

1) NTOA Member #:

2) Shipping to your?

3) Rank/Title:

Continue

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Our Mission



The mission of the National Tactical Officers Association is to enhance the performance and professional status of law enforcement personnel by providing a credible and proven training resource as well as a forum for the development of tactics and information exchange.

The Association's ultimate goal is to improve public safety and domestic security through training, education and tactical excellence.

The National Tactical Officers Association operates with **Veritas** (truth, honesty and integrity) in our relationships.

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AI-20683

8.A.

Montalvo Insurance Adjustment for 2009

CC CONSENT

Date: 04/13/2010
 Submitted By: Dale Kennan, BUDGET & MANAGEMENT
 Submitted For: DBM - Safety Division (1100)
 Department: BUDGET & MANAGEMENT
 Agenda Category: Budget and Management

Information

CAPTION

DBM - Safety Division:
 Requesting payment of the Montalvo Insurance Agency invoice (dated 2/4/10) for the 2009 adjustment of the Auto Liability and Physical Damages policy in the amount of \$6,694.00 with authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1100-419-00-115-025-0-522
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funding available for payment as of 4/7/10.

Attachments

Link: [copy of invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 04:39 PM	APRV
2	Erika Zamora	Erika Zamora	04/09/2010 01:53 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Dale Kennan
 Started On: 04/07/2010 01:46 PM
 Final Approval Date: 04/09/2010

Entity Name: Hidalgo County
 Policy Period: 01/01/2009 - 01/01/2010
 Policy Number: GP06302049

		<u>Liability Coverages</u>	
		<u># of Powered Units</u>	
New Count	<u>1,010</u>		
Old Count	<u>1,044</u>	+	count from any completed endorsements
Difference	<u>-34</u>	-:-	<u>2</u> = <u>-17.00</u>

		<u>Comprehensive Coverage</u>	
		<u>Original Cost New</u>	
New Physical Damage	<u>\$29,734,582</u>		
Old Physical Damage	<u>\$22,087,113</u>	+	values from any completed endorsements
Difference	<u>\$7,647,469</u>	-:-	<u>2</u> = <u>\$3,823,735</u>

		<u>Collision Coverage</u>	
		<u>Original Cost New</u>	
New Physical Damage	<u></u>		
Old Physical Damage	<u></u>	+	values from any completed endorsements
Difference	<u></u>	-:-	<u>2</u> = <u></u>

		<u>Specified Perils</u>	
		<u>Original Cost New</u>	
New Physical Damage	<u></u>		
Old Physical Damage	<u></u>	+	values from any completed endorsements
Difference	<u></u>	-:-	<u>2</u> = <u></u>

	old rates	multiplied by	exposures	equals	R/P or A/P
Liability:	<u>236</u>	x	<u>-17.00</u>	=	<u>-\$4,012</u>
UM; PIP & MP		x		=	
Premiums are		x		=	
incl w/Liability.		x		=	
Comprehensive:	<u>0.280</u>	x	<u>#####</u>	=	<u>\$10,706</u>
Collision:		x		=	
SP:		x		=	
ADD KENTUCKY PREMIUM SURCHARGE OF 1.5%?				NO	
ADD WEST VIRGINIA PREMIUM SURCHARGE OF 0.55%?				NO	
ADD NEW JERSEY SURCHARGE OF 1.60%?				NO	
Calculated Premium:					<u>\$6,694.00</u>
Total Additional Premium:					<u>\$6,694.00</u>

**BLUE CROSS BLUE SHIELD OF TEXAS
CC CONSENT**

Date: 04/13/2010
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$260,966.11 to the Hidalgo County Claims Bank account for Blue Cross Blue Shield Insurance Claims for period 03/20-26/2010.

03/20-26/2010	\$ 260,966.11
TOTAL:	\$ 260,966.11

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [03-20-26-2010](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/09/2010 03:53 PM	APRV
2	Olga Garza	Olga Garza	04/09/2010 04:14 PM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Flora Vazquez
Started On: 04/09/2010 03:40 PM

Final Approval Date: 04/09/2010

1	6	21185	16 HIDALGO Blue Shield Basic Coverage
1	6	21185	16 HIDALGO Drug Basic Coverage
1	6	21185	16 HIDALGO Drug Basic Coverage
1	6	21185	16 HIDALGO Drug Basic Coverage
1	6	21185	16 HIDALGO Drug Basic Coverage
1	6	21185	16 HIDALGO Drug Basic Coverage

Member ID	Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt
837257437	100753672335000	Single	3/16/2010	\$18.90	\$18.90	0.00%	\$0.00
837257437	100785930852000	Single	3/19/2010	\$115.70	\$115.70	0.00%	\$0.00
842764128	100686096724000	Single	3/9/2010	(\$11.62)	(\$11.62)	0.00%	\$0.00
	BASIC PLAN:			\$122.98	\$122.98	0.00%	\$0.00
842695603	0000201005650750P80X	Family Mer	2/17/2010	\$12.36	\$12.36	0.00%	\$0.00
842695603	0000201005650750P80X	Family Mer	2/17/2010	\$9.75	\$9.75	0.00%	\$0.00
838351781	0000201008150F28990X	Family Sub	3/19/2010	\$59.55	\$59.55	0.00%	\$0.00
838351781	0000201008150F28990X	Family Sub	3/19/2010	\$27.26	\$27.26	0.00%	\$0.00
838351781	0000201008450762Y90X	Family Sub	3/22/2010	\$59.55	\$59.55	0.00%	\$0.00
838351781	0000201008450762Y90X	Family Sub	3/22/2010	\$27.26	\$27.26	0.00%	\$0.00
839517610	0000201007857497L60X	Family Mer	3/2/2010	\$13.79	\$13.79	0.00%	\$0.00
839517610	000020100835700G020X	Family Mer	3/5/2010	\$12.24	\$12.24	0.00%	\$0.00
838351781	00002010081509952U0X	Family Mer	3/12/2010	\$62.93	\$62.93	0.00%	\$0.00
840983722	0000201008350X27250X	Single	3/22/2010	\$74.18	\$74.18	0.00%	\$0.00
843906427	00002010081501214Z0X	Single	3/15/2010	\$42.54	\$42.54	0.00%	\$0.00
841066186	0000201007450D67420X	Single	3/1/2010	\$53.39	\$53.39	0.00%	\$0.00
841066186	0000201007450D67420X	Single	3/3/2010	\$53.39	\$53.39	0.00%	\$0.00
841066186	000020100785068A140X	Single	3/8/2010	\$34.63	\$34.63	0.00%	\$0.00
841066186	00002010081503754X0X	Single	3/10/2010	\$11.55	\$11.55	0.00%	\$0.00
841066186	00002010081503754X0X	Single	3/10/2010	\$11.55	\$11.55	0.00%	\$0.00
841066186	000020100825030L900X	Single	3/10/2010	\$53.39	\$53.39	0.00%	\$0.00
841066186	000020100825030L900X	Single	3/12/2010	\$53.39	\$53.39	0.00%	\$0.00
841066186	0000201008350Q69910X	Single	3/12/2010	\$11.55	\$11.55	0.00%	\$0.00
841066186	0000201008350Q70280X	Single	3/11/2010	\$143.26	\$143.26	0.00%	\$0.00
841066186	0000201008350Q70280X	Single	3/11/2010	\$55.87	\$55.87	0.00%	\$0.00
841066186	0000201008350Q70280X	Single	3/11/2010	\$20.32	\$20.32	0.00%	\$0.00
841066186	0000201008350Q70280X	Single	3/11/2010	\$24.48	\$24.48	0.00%	\$0.00
841066186	0000201008450702K90X	Single	3/11/2010	\$11.55	\$11.55	0.00%	\$0.00
841066186	0000201008450895W10X	Single	3/13/2010	\$11.55	\$11.55	0.00%	\$0.00
841552830	0000201008350T75510X	Family Mer	3/17/2010	\$15.62	\$15.62	0.00%	\$0.00
841375926	100723858526000	Single	3/13/2010	\$76.26	\$76.26	0.00%	\$0.00
841375926	100745246103000	Single	3/15/2010	\$301.08	\$301.08	0.00%	\$0.00
841375926	100745270679000	Single	3/15/2010	\$36.45	\$36.45	0.00%	\$0.00
838351781	100754581318000	Single	3/16/2010	\$211.69	\$211.69	0.00%	\$0.00
836879087	100763549598000	Family Mer	3/17/2010	\$55.75	\$55.75	0.00%	\$0.00
841552830	100766522312000	Family Mer	3/17/2010	\$19.44	\$19.44	0.00%	\$0.00
838011622	100676958124000	Single	3/8/2010	(\$38.86)	(\$38.86)	0.00%	\$0.00
838011622	100677025455000	Single	3/8/2010	(\$117.95)	(\$117.95)	0.00%	\$0.00
	BUY-UP PLAN:			\$1,510.76	\$1,510.76	0.00%	\$0.00
840640996	0000201008153051690T	Single	3/18/2010	\$6.68	\$6.68	0.00%	\$0.00
840640996	0000201008153051690T	Single	3/18/2010	\$9.08	\$9.08	0.00%	\$0.00
840640996	0000201008153051690T	Single	3/18/2010	\$23.34	\$23.34	0.00%	\$0.00

840640996	0000201008153051690T	Single	3/18/2010	\$1.85	\$1.85	0.00%	\$0.00
844884031	100775708645000	Single	3/18/2010	\$102.65	\$102.65	0.00%	\$0.00
839517610	100643669321000	Family Mer	3/5/2010	(\$37.22)	(\$37.22)	0.00%	\$0.00
839517610	100773577360000	Family Mer	3/18/2010	\$101.36	\$101.36	0.00%	\$0.00
839517610	100783301328000	Family Mer	3/19/2010	\$259.45	\$259.45	0.00%	\$0.00
839517610	100786114008000	Family Mer	3/19/2010	\$210.43	\$210.43	0.00%	\$0.00
	BUY-UP PLAN:			\$677.62	\$677.62	0.00%	\$0.00
			TOTAL:	\$2,311.36			

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

FOR THE PERIOD OF March 20-26, 2010

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 260,966.11.

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 03/20/2010 to 03/26/2010 is \$ 260,966.11.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of April 13, 2010.

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

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

Jilora Vazquez
Employee Benefits Manager

04/09/2010
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

**Authority to utilize Cooperative
CC CONSENT**

Date: 04/13/2010
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.
2. Requesting authority to enter into a one (1) year maintenance agreement with Ikon for \$845.61 for the Hidalgo County Auditors Office from 10/2009 - 10/2010.
3. Requesting authority to enter into an annual software renewal with AuditWare Development Co., Inc. for the Auditor's Office through the following requisition #173369 in the total amount of \$1,020.00
4. Requesting authority to enter into a one (1) year maintenance agreement with Toshiba for \$759.00 for the 370th District Court from Jan 1, 2010 - Dec. 31, 2010.
5. Requesting authority to enter into a Regional Insertion Order Agreement with National CineMedia for the Hidalgo County Health Department for On Screen Advertisement from 07/02/2010 - 08/19/2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1293-441-00-340-012-0-540
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
\$8,554.00 available balance in requisition # 173373 as of 04/08/10. (CineMedia)	

FISCAL YEAR: 2010	ACCT. #: 0-1100-415-21-170-001-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

object code 432: \$914.72 available balance in requisition #170506 as of 04/08/10.
(IKON)

object code 336: \$1,020.00 available balance in requisition #173369 as of 04/08/10.
(AuditWare)

FISCAL YEAR: 2010

ACCT. #: 0-1100-412-00-007-001-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$759.00 available balance in requisition #171039 as of 04/08/10. (Toshiba/ Office Solutions)

Attachments

Link: [Approved Coop Vendors List](#)

Link: [Approved Vendors Info](#)

Link: [IKON](#)

Link: [Auditware](#)

Link: [Toshiba- Office Solutions](#)

Link: [National Cinemedia, LLC](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 04:39 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/09/2010 10:08 AM	APRV
3	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Tanya Delira
Started On: 04/06/2010 03:19 PM

Final Approval Date: 04/09/2010

Vendor Contract Information[Proposal Documents](#)[Back](#)**Vendor:** Siddons Fire Apparatus, Inc.**Address:** P.O. Box 2461
Houston, TX 725222461**Phone:** (866) 334-0737**Contact:** Patrick Siddons**Email:** corbin@siddonsfire.com**Website:** www.siddonsfire.com**Federal ID:** 76-0572301**Accepts RFQs:** Yes**Contract:** Fire Apparatus #323-09**Effective Date:** 9/1/2009**Expiration Date:** 8/31/2012**Fee Schedule:** \$1500.00**Payment Terms:** Net 10 days**Delivery Days:** 290**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Pierce Delivery**Quote Reference Number:**

323-09

Regions Served: Regions 1-3, 12-15, 18, 20**States Served:** All States**Vendor Exceptions:** FDL# P48884 Exp.5/31/10[\[Log Out \]](#)©1996 - 2010 TASB
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Vendor Contract Information

[Proposal Documents](#)

[Back](#)

Vendor: B & H Photo-Video Pro Audio, Inc.

Address: 420 Ninth Avenue
New York, NY 10001

Phone: (212) 239-7503

Contact: Charles Werzberger

Email: govdbids@bhphotovideo.com

Website: www.bhphotovideo.com

Federal ID: 13-2768071

Accepts RFQs: Yes

Contract: Stage Curtains & Lighting & Stage & Stadium Sound Systems

Effective Date: 11/1/2009

Expiration Date: 10/31/2012

Payment Terms: Net 30 Days

Delivery Days: 14

Shipping Terms: Free Freight

Freight Terms: FOB Destination

Ship Via: Common Carrier

Quote Reference Number:

330-09

Regions Served: All Texas Regions

States Served: All States

Return Policy: 7 day return policy.

[\[Log Out \]](#)

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Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Dooley Tackaberry, Inc.**Address:** 1515 West 13th Street
Deer Park, TX 77536**Phone:** (281) 479-9700**Contact:** Bobby Tackaberry**Email:** bobbyt@dtihome.com**Website:** www.safetyfire.com**Federal ID:** 1-74-0596427**Accepts RFQs:** Yes**Contract:** Public Safety & Fire House Supplies & Eq. #284-08**Effective Date:** 4/1/2008**Expiration Date:** 3/31/2011**Payment Terms:** Net 30 days**Delivery Days:** 60**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point**Ship Via:** Common Carrier**Quote Reference Number:**

DTI Quote 284-08

Regions Served: All Texas Regions**States Served:** Arkansas, Louisiana, New Mexico, Oklahoma, Texas**Vendor Exceptions:** Freight will be prepaid and added to invoice.**Return Policy:** Restocking charges plus return freight per manufacturer's return policy.
Custom items are not returnable.[\[Log Out \]](#)©1996 - 2010 TASB
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Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Gunn Chevrolet
Address: 12602 IH 35 North
 San Antonio, TX 78233
Phone: (210) 599-5000
Contact: Bill Kelly
Email: bkelly@gunnauto.com
Website: www.gunnauto.com
Federal ID: 74-1586320

Accepts RFQs: Yes**Contract:** Vehicles #281-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Fee Schedule:** Purchase order fee of \$400 will apply & be collected by dealer.**Payment Terms:** Net 30 days**Delivery Days:** 90**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point**Ship Via:** Best Way**Quote Reference Number:**

281-07

Regions Served: All Texas Regions**States Served:** All States

Vendor Exceptions: Delivered price will vary according to destination charges. Average cost for transporting ordered unit from Gunn is approximately \$225. With no aftermarket items, certain units can be drop shipped and thereby save all transportation costs with only the courtesy delivery charge of approximately \$125 per unit.

Additional Information: Purchase order fee of \$400 will apply & be collected by dealer.**Return Policy:** None[\[Log Out \]](#)

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Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 (\$50,000 * .75% = \$375) will be paid to the State of Texas by the TXMAS contractor.



THE HON COMPANY
Contract TXMAS-6-71111060

On-Line Catalog/Order Processing

SPECIAL USE FURNITURE

Corporate Office:
 THE HON COMPANY
 200 OAK STREET
 MUSCATINE IA 52761
 USA

Send PO to:
 THE HON COMPANY
 200 OAK STREET
 C/O SERVICING DEALER
 MUSCATINE IA 52761
 USA
 Vendor ID: 14214914740

Invoice From:
 THE HON COMPANY
 200 OAK STREET
 MUSCATINE IA 52761
 USA
 Vendor ID:

Delivery: 60 DAYS ARO
 FOB Point: DESTINATION
 Terms:
 Remit To: THE HON COMPANY
 P.O. BOX 404422
 ATLANTA GA 30384-4422
 USA
 Vendor ID:
 Vendor ID: 14214914740
 Business Type: Large
 DUNS #: 147814735
 Effective: 5/10/2006
 Expires: 3/26/2011

CONTACT: RANDY HERMANN
 Phone 800-553-8230 x27086
HERMANNR@HONCOMPANY.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

<u>Dealer Name</u>	<u>City</u>	<u>State</u>	<u>Contract Number</u>	<u>Hub</u>	<u>Contact Info</u>
AUSTIN BUSINESS FURNITURE	AUSTIN	TX	TXMAS-6-71111060-1	No	JIM MARSHALL 512-832-6400 x19 jmarshall@abfum.com
BUSINESS INTERIORS	EL PASO	TX	TXMAS-6-71111060-3	No	EDWARD HOWELL 915-591-9393 ed.howell@businessinteriors-ep.com
SEWCO, INC. DBA	AMARILLO	TX	TXMAS-6-	No	MR. RON WATTS 806-372-2236

ELLIOT RUSSELL			<u>71111060-5</u>		rmwatts@arn.net
BROWN INTERIOR SOLUTIONS	EL PASO	TX	<u>TXMAS-6-71111060-7</u>	Yes Gender=F, Ethnicity=WO	VAL BROWN 915-544-6767 VAL@BROWNNIS.COM
HESTERS/MCGLAUN	LUBBOCK	TX	<u>TXMAS-6-71111060-8</u>	No	MR RON WATTS 806-766-8888 rmwatts@arn.net
INTEGRATED FURNITURE SYSTEMS INC	ARLINGTON	TX	<u>TXMAS-6-71111060-9</u>	No	MR. TONY VANDERGRIF 817-261-5224 tonyv@ccssystem.com
J. TYLER SERVICES INC.	HOUSTON	TX	<u>TXMAS-6-71111060-10</u>	Yes Gender=F, Ethnicity=WO	JENNIFER LONGBOTHAM 713-468-2166 info@jtyler.com
JONES & COOK STATIONERS	MCALLEN	TX	<u>TXMAS-6-71111060-11</u>	No	FOSS JONES 956-686-6579 FJONES@JONESCOOK.COM
PLANO OFFICE SUPPLY	PLANO	TX	<u>TXMAS-6-71111060-12</u>	No	TOM LOWE 972-424-8561 TomL@planoofficesupply.com
TEXAS FURNITURE SOURCE INC	CARROLLTON	TX	<u>TXMAS-6-71111060-13</u>	Yes Gender=F, Ethnicity=WO	RON PARR 972-490-0456 RPTEXASFURNITURE@SBCGLOBAL.NET
FURNITURE FOR BUSINESS INC	AUSTIN	TX	<u>TXMAS-6-71111060-15</u>	Yes Gender=F, Ethnicity=WO	BRAD WELLS 512-833-9000 brad@furnitureforbusiness.com
J R INC	UNIVERSAL CITY	TX	<u>TXMAS-6-71111060-16</u>	Yes Gender=M, Ethnicity=HI	JESSIE RODRIGUEZ 210-658-6364 jcrodriguez@jrinc.org
PERRY OFFICE PRODUCTS INC	TEMPLE	TX	<u>TXMAS-6-71111060-17</u>	Yes Gender=F, Ethnicity=WO	LISA GRIFFIN 254-778-4755 LISAG@PERRYOP.COM
WILTON'S OFFICEWORKS, LTD	BRYAN	TX	<u>TXMAS-6-71111060-18</u>	Yes Gender=F, Ethnicity=WO	STAN WILTON 979-268-0062 sales@wiltons.com
CARROLL'S DISCOUNT OFFICE FURNITURE	HOUSTON	TX	<u>TXMAS-6-71111060-19</u>	Yes Gender=F, Ethnicity=WO	DEVOE SMELLEY 713-667-6668 devoe@carrolls.com
BUSINESS INTERIORS	IRVING	TX	<u>TXMAS-6-71111060-23</u>	Yes Gender=F, Ethnicity=WO	SALLY SMITH 817-858-2052 ssmith@businessinteriors.com
OM WORKSPACE	AUSTIN	TX	<u>TXMAS-6-71111060-25</u>	No	ROB BECKER 512-349-0717 robbecker@omworkspace.com
			<u>TXMAS-</u>		

OM WORKSPACE	HOUSTON	TX	6- 71111060- 26	No	JEANA WILSON 713-937-2020 jeanawilson@hoiseoffice.com
9 TO 5 OFFICE PRODUCTS CENTER, INC.	DALLAS	TX	TXMAS- 6- 71111060- 27	Yes Gender=M, Ethnicity=HI	JEFFREY L. COOK 817-255-8610 JCOOK@SOSTEXAS.COM
CONTRACTA OFFICE FURNISHINGS	DALLAS	TX	TXMAS- 6- 71111060- 28	No	RICHARD BERG 214-631-1330 RICKB@CONTRACTA.COM
OFFICE DEPOT	SAN ANTONIO	TX	TXMAS- 6- 71111060- 29	No	SAM MALLOW 210-494-7313 x159 SMALLOW@OFFICEDEPOT.COM
SMARKETING BUSINESS SYSTEMS	HOUSTON	TX	TXMAS- 6- 71111060- 30	Yes Gender=F, Ethnicity=BL	Le'ROY JONES 713-529-5898 LEROY@SMARKETINGTX.COM
INDECO SALES, INC.	BELTON	TX	TXMAS- 6- 71111060- 31	No	JERRY MAYS 800-692-4256 JERRY.MAYS@INDECOSALES.COM
CORPORATE SOURCE, LTD	DALLAS	TX	TXMAS- 6- 71111060- 32	Yes Gender=F, Ethnicity=WO	JEFF BLUE 214-468-0468 JBLUE@CORPORATESOURCE.ORG
CHALLENGE OFFICE PRODUCTS	HOUSTON	TX	TXMAS- 6- 71111060- 33	Yes Gender=M, Ethnicity=HI	JOHN BARBOSA 713-644-4007 JBARBOSA@CHALLENGEOFFICEPRODUCTS.COM
ONE OFFICE FURNITURE	THE WOODLANDS	TX	TXMAS- 6- 71111060- 34	No	BILL ENGLAND 281-353-5432 BILL.ENGLAND@ONEOFFICEFURNITURE.COM
ARMSTRONG OFFICE CONCEPTS, LLC	FLOWER MOUND	TX	TXMAS- 6- 71111060- 35	Yes Gender=F, Ethnicity=WO	JULIE ARMSTRONG 972-355-6648 JULIEA@ARMSTRONGOFFICECONCEPTS.COM
ERGONOMIC OFFICE FURNITURE SOLUTIONS	LEAGUE CITY	TX	TXMAS- 6- 71111060- 36	Yes Gender=F, Ethnicity=WO	JOHN JAMARIK 281-316-2288 THEERGOMAN@AOL.COM
G&P OFFICE FURNITURE	LAPORTE	TX	TXMAS- 6- 71111060- 37	No	SHANNIN STONE 281-471-6310 SHANNIN@GANDPOFFICEFURNITURE.COM
WITTIG'S OFFICE INTERIORS	SAN ANTONIO	TX	TXMAS- 6- 71111060- 38	No	MARK WITTIG 210-270-0100 MARK.WITTIG@WITTIGS.COM
STAR OFFICE PRODUCTS	HOUSTON	TX	TXMAS- 6- 71111060- 39	Yes Gender=F, Ethnicity=WO	JOE LOMBARDO 713-686-6611 JLOMBARDO@STAROFFICEPROD.COM
EDUCATOR'S DEPOT, INC.	SUGAR LAND	TX	TXMAS- 6- 71111060- 40	No	STEVE TOWER 979-387-3000 STEVE.TOWER@EDDEPOTONLINE.COM

CONTRACT RESOURCE GROUP, INC.	HOUSTON	TX	<u>TXMAS-6-7111060-41</u>	No	BRYAN COLBY 713-803-0111 COLBYB@CRGOFFICE.COM
WORKSPACE RESOURCE	CONROE	TX	<u>TXMAS-6-7111060-42</u>	No	JAMES STROLE 936-756-1512 JSTROLE@WORKSPACE-RESOURCE.COM
OFFICE SOURCE	TEXARKANA	TX	<u>TXMAS-6-7111060-43</u>	No	ROBERT L. DAVIS 903-794-3113 RDAVIS@OSOURCE.NET
WILSON OFFICE INTERIORS	DALLAS	TX	<u>TXMAS-6-7111060-44</u>	No	JOHN SAMPLE 972-488-4100 JSAMPLE@WILSONOI.COM
CONVENIENCE OFFICE SUPPLY	AUSTIN	TX	<u>TXMAS-6-7111060-45</u>	Yes Gender=F, Ethnicity=WO	BILL MEARS 512-835-1891 x163 BILL.MEARS@COSAINC.COM
ABLES-LAND, INC.	TYLER	TX	<u>TXMAS-6-7111060-46</u>	Yes Gender=F, Ethnicity=WO	JULIE ABLES 903-593-8407 JULIE@ABLESLAND.COM
TOTAL OFFICE SOLUTIONS	WACO	TX	<u>TXMAS-6-7111060-47</u>	Yes Gender=F, Ethnicity=WO	BOBBY STERLING 254-235-8200 TOTAL_OFFICE@GRANDCCOM.NET
PREFERRED OFFICE PRODUCTS	DALLAS	TX	<u>TXMAS-6-7111060-51</u>	No	ANDREW ATKINSON 214-358-1200 ANDREWA@POPEXPRESS.COM
ANDERSEN SCHOEL OFFICE INTERIORS	HARKER HEIGHTS	TX	<u>TXMAS-6-7111060-52</u>	No	J C SCHOEL 254-698-1483 JC@ANDERSENSCHOEL.COM
OAK CLIFF OFFICE PRODUCTS	DALLAS	TX	<u>TXMAS-6-7111060-53</u>	No	KEN CALDWELL 214-943-7421 KENC@OAKCLIFFOFFICESUPPLY.COM
DC INTERIORS	SAN ANTONIO	TX	<u>TXMAS-6-7111060-54</u>	Yes Gender=F, Ethnicity=HI	DARLENE CASIAS 210-496-9922 DARLENE@DCIOFFICE.COM
MCKINNEY OFFICE SUPPLY	MCKINNEY	TX	<u>TXMAS-6-7111060-55</u>	Yes Gender=F, Ethnicity=WO	JEANINE HALL 972-562-5020 JEANINEH@MCKINNEYOFFICESUPPLY.COM
BUSINESS INTERIORS BY STAPLES - AUSTIN	CHICAGO	IL	<u>TXMAS-6-7111060-56</u>	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY STAPLES - CORPUS CHRISTI	CHICAGO	IL	<u>TXMAS-6-7111060-57</u>	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
BUSINESS INTERIORS BY STAPLES -	CHICAGO	IL	<u>TXMAS-6-7111060-</u>	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM

HOUSTON			58		
BUSINESS INTERIORS BY STAPLES – SAN ANTONIO	CHICAGO	IL	TXMAS- 6- 71111060- 59	No	PAM OLIVER 713-934-6302 PAM.OLIVER@STAPLES.COM
PIONEER CONTRACT SERVICES, INC.	HOUSTON	TX	TXMAS- 6- 71111060- 60	No	FRANK FORT 713-464-8200 FRANKF@PIONEERCONTRACT.COM
COASTAL OFFICE PRODUCTS, INC.	VICTORIA	TX	TXMAS- 6- 71111060- 61	Yes Gender=F, Ethnicity=WO	CAROLL EDWARDS 361-578-5392 COPI@COASTALTX.COM
NAVAJO OFFICE PRODUCTS, LLC	AMARILLO	TX	TXMAS- 6- 71111060- 62	Yes Gender=M, Ethnicity=HI	TOMMY SANSOME 806-766-8888 TSANSOME@HESTERSLUBBOCK.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 5/10/2006 through 3/26/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-27F-0015S.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: \$100
Maximum Order: \$200,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: HON, The HON Company, Office , Furniture, Office Furniture, Desks, Panels, Systems, Panels Systems, Chairs, Seating, Wood Seating, Steel Seating, Files , Filing, Storage, Files and Storage, Tables, Conference Tables, Conference Rooms, Laminate, Veneer, LAN Furniture, Computer Desks, Park Avenue, 92000 Series, 95000 Series, 10700 Series, Valido, 10600 Series, 10500 Series, 94000 Series, Perpetual, 38000 Series, Initiate, Sleek, Simplicity II, Mentor, Expectations, Director Series , 2900 Series, Meadowbrook, 6540 Series, 6550 Series, Presence, Pillow-soft, M3, Cambia, Convergence, Allure, Gamut, 3100 Series, Tiempo, Solutions Seating, Resolution, Sensible Seating, Instinct, Mobius, Alaris, 7700 Series, ComforTask, ValuTask, Every-Day Chairs, 24-Hour Chairs, Pyramid, Big or Tall Chair, Nesting Chairs, Reception Seating, Multi-Purpose Chairs, Olson Flex Stack, Olson, Guest Stack, Education Chairs, Folding Chairs, Storage, Laminate Storage, Desk towers, Worksurfaces, Storage Cabinets, Wardrobe, Mobile Pedestal, Flagship, Efficiencies, 800 Series, 700 Series, 600 Series, K Pull Series, F Pull Series, File Centers, Shelf Files, Track Filing, Flamesafe, Binder Storage, Tercero, Occasional Table, Training Table, Hospitality Table, Utility Table, Communication Support, Podium, Hospitality Cart, Coffee Table , Traditional, Presentation Cabinet, Station Master, Modular, Activity Tables, iLevel Tables, Education Workstation, Essential Foundations, Practical Foundations,

Laptop Storage Cart, Projection Screen, Projector Cart, Monitor Cart, Accomplish Student Desk, Teacher Desk, Book cart, Literature Rack, Hutch, Executive Office , Manager Office , Call Center, Reception Desk, Peninsula, Overhead Storage, Keyboard Tray , Center Drawer, Task Light, Articulating Keyboard Platform, Corner Sleeve, Paper Management, One-key, Cableway, Raceway, Desk, Pedestal, Credenza, Return, Lateral file, Vertical file, Bookcase, Storage Cabinet, Chair, Seating, Task, Ergonomic, Stool, Stack chair, Guest Chair, Guest Seating, Wire Management, Grommet, Core removable lock, Classroom, Computer Lab, Cafeteria, Art Room, Library, Student, Teacher, Lounge,

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

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Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 (\$50,000 * .75% = \$375) will be paid to the State of Texas by the TXMAS contractor.



**MICHELIN NORTH AMERICA, INC.
Contract TXMAS-7-261010**

On-Line Catalog/Order Processing

TIRES, PNEUMATIC (NEW), FOR PASSENGER, LIGHT TRUCK, MEDIUM TRUCK, AND BUS, AND RETREAD SERVICES

Corporate Office:
MICHELIN NORTH AMERICA, INC.
ONE PARKWAY SOUTH
GREENVILLE SC 29602-9001
USA

Send PO to:
MICHELIN NORTH AMERICA, INC.
GOV SALES - HNA 3B
ONE PARKWAY SOUTH
GREENVILLE SC 29615
USA
Vendor ID: 11117246311

Invoice From:
MICHELIN NORTH AMERICA, INC.
ONE PARKWAY SOUTH
P.O. BOX 19001
GREENVILLE SC 29602-9001
USA
Vendor ID:

Delivery: 14-30 DAYS ARO
FOB Point: DESTINATION
Terms: NET 30 DAYS
Remit To: MICHELIN NORTH AMERICA, INC.
P.O. BOX 100860
ATLANTA GA 30384
USA
Vendor ID:
Vendor ID: 11117246311
Business Type: Large
DUNS #: 001667161
Effective: 12/19/2006
Expires: 12/5/2011

CONTACT: KAYE PITTMAN
Phone 864-458-6030
KAYE.PITTMAN@US.MICHELIN.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info
HUB CITY TIRE SERVICE, INC.	PHARR	TX	TXMAS-7-261010-1	No	JON PATTERSON 956-787-5511 jonbpatterson@rgv.tt.com
JASPER TIRE & DISTRIBUTING	JASPER	TX	TXMAS-7-261010-2	No	BILL SNELSON 409-384-6868 jastire@jas.net
COFFEY TIRE &	DUMAS	TX	TXMAS-7-	No	KEN COFFEY 806-935-7166

BRAKE, INC.			261010-3		coffey@xit.net
HI-PLAINS BANDAG, INC.	PLAINVIEW	TX	<u>TXMAS-7-</u> 261010-4	Yes Gender=F, Ethnicity=WO	NORMA LOEWEN 806-293-4365 hpbandag@nts-online.net
PLANO TIRE COMPANY	PLANO	TX	<u>TXMAS-7-</u> 261010-5	No	GARY SPARKS 972-423-5545 planotire@msn.com
AUTCO TIRE & SERVICE	AMARILLO	TX	<u>TXMAS-7-</u> 261010-6	No	MARK MCCOY 806-353-9855 autcotire@autcotire.com
WOODY TIRE CO., INC.	LUBBOCK	TX	<u>TXMAS-7-</u> 261010-7	No	CHIP WOODY 806-747-4556 chip@woodytire.com
WHITE TIRE SUPPLY, INC.	BEAUMONT	TX	<u>TXMAS-7-</u> 261010-8	No	TOMMY REEVES 409-832-3456 tommyreeves@swb.net
KENT'S TIRE SERVICE, INC.	WICHITA FALLS	TX	<u>TXMAS-7-</u> 261010-9	No	KENT TEAGUE 940-761-1346 kentstire@netzero.net
PANHANDLE TRIE & RUBBER CO., INC.	AMARILLO	TX	<u>TXMAS-7-</u> 261010-10	No	DARRELL BALDWIN 806-376-8888 ptrdarrell@yahoo.com
BEASLEY TIRE SERVICE, INC.	HOUSTON	TX	<u>TXMAS-7-</u> 261010-11	No	MICHAEL BEASLEY 281-449-2365 bobbeasley55@aol.com
MOORE'S RETREAD & TIRE CO.	TEMPLE	TX	<u>TXMAS-7-</u> 261010-12	No	MICKEY HAMM 254-773-0385 mhamm@sbcglobal.net
TIRE CENTERS, LLC	HOUSTON	TX	<u>TXMAS-7-</u> 261010-13	No	RICHARD LODIN 713-336-9907 tci605mgr@tirecenters.com
TCI TIRE CENTERS, LLC. #621	TEMPLE	TX	<u>TXMAS-7-</u> 261010-14	No	MELODY BABISZEWSKI 254-770-0649 tci621mgr@tirecenters.com
TCI TIRE CENTERS, LLC.	AUSTIN	TX	<u>TXMAS-7-</u> 261010-15	No	MARK HILL 512-251-6800 tci620mgr@tirecenters.com
STROUHAL TIRE RECAPING PLANT, INC. - PEARLAND	HOUSTON	TX	<u>TXMAS-7-</u> 261010-16	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPING PLANT, INC. - HOUSTON	HOUSTON	TX	<u>TXMAS-7-</u> 261010-17	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPING PLANT, INC. - CORPUS	HOUSTON	TX	<u>TXMAS-7-</u> 261010-18	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com

CHRISTI					
STROUHAL TIRE RECAPPING PLANT, INC. - BUFFALO	HOUSTON	TX	<u>TXMAS- 7- 261010- 19</u>	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPPING PLANT, INC. - BRYAN	HOUSTON	TX	<u>TXMAS- 7- 261010- 20</u>	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPPING PLANT, INC. - CONROE	HOUSTON	TX	<u>TXMAS- 7- 261010- 21</u>	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPPING PLANT, INC. - ALICE	HOUSTON	TX	<u>TXMAS- 7- 261010- 22</u>	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPPING PLANT, INC. - HUNGERFORD	HOUSTON	TX	<u>TXMAS- 7- 261010- 23</u>	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
STROUHAL TIRE RECAPPING PLANT, INC. - VICTORIA	HOUSTON	TX	<u>TXMAS- 7- 261010- 24</u>	No	DON C. STROUHAL, SR. 979-532-1579 dstrouhal@strouhaltire.com
HOMANN TIRE LTD	SAN ANTONIO	TX	<u>TXMAS- 7- 261010- 26</u>	No	JASON PHILLIPS 210-226-8473 x116 jphillips@homanntire.com
HOMANN TIRE LTD - PLEASANTON	SAN ANTONIO	TX	<u>TXMAS- 7- 261010- 27</u>	No	JASON PHILLIPS 210-226-8473 x116 jphillips@homanntire.com
HOMANN TIRE LTD - HOUSTON	SAN ANTONIO	TX	<u>TXMAS- 7- 261010- 29</u>	No	JASON PHILLIPS 210-226-8473 x116 jphillips@homanntire.com
HOMANN TIRE LTD - KILLEEN	SAN ANTONIO	TX	<u>TXMAS- 7- 261010- 30</u>	No	JASON PHILLIPS 210-226-8473 x116 jphillips@homanntire.com
HOMANN TIRE LTD - KERRVILLE	SAN ANTONIO	TX	<u>TXMAS- 7- 261010- 31</u>	No	JASON PHILLIPS 210-226-8473 x116 jphillips@homanntire.com
HERMAN POWER TIRE SERVICE, INC.	NACAGDOCHES	TX	<u>TXMAS- 7- 261010- 32</u>	No	GREG POWER 936-564-8751 powertire@cox-internet.com
HERMAN POWER TIRE SERVICE, INC.	LUFKIN	TX	<u>TXMAS- 7- 261010- 33</u>	No	GREG POWER 936-564-8751 powertire@cox-internet.com

HEINTSCHEL TIRE & SERVICE	TEXARKANA	TX	TXMAS- 7- 261010- 34	No	GARRY HEINTSCHEL 903-794-3502 garry.heintschel@txk.net
TIRE CENTERS, LLC 629	FORT WORTH	TX	TXMAS- 7- 261010- 35	No	RONNIE STEARNS 817-338-4201 tcj629mgr@tirecenters.com
T & W TIRE	OKLAHOMA CITY	OK	TXMAS- 7- 261010- 36	No	JON THEISSEN 210-661-8271 jtheissen@tandwtire.com
TIRE CENTERS, LLC 625	LANCASTER	TX	TXMAS- 7- 261010- 37	No	DONNY MCREYNOLDS 972-228-8280 tcj625mgr@tirecenters.com
BILL WILLAIMS TIRE CENTER	MIDLAND	TX	TXMAS- 7- 261010- 38	No	BILLY WILLIAMS 432-682-1671 billyw@billwilliamstire.com
BILL WILLAIMS TIRE CENTER - ABILENE	MIDLAND	TX	TXMAS- 7- 261010- 39	No	BILLY WILLIAMS 432-682-1671 billyw@billwilliamstire.com
BILL WILLAIMS TIRE CENTER - LUBBOCK	MIDLAND	TX	TXMAS- 7- 261010- 40	No	BILLY WILLIAMS 432-682-1671 billyw@billwilliamstire.com
BILL WILLAIMS TIRE CENTER - SAN ANGELO	MIDLAND	TX	TXMAS- 7- 261010- 41	No	BILLY WILLIAMS 432-682-1671 billyw@billwilliamstire.com
BILL WILLAIMS TIRE CENTER - AMARILLO	MIDLAND	TX	TXMAS- 7- 261010- 42	No	BILLY WILLIAMS 432-682-1671 billyw@billwilliamstire.com
REDBURN TIRE COMPANY	SUNLAND PARK	NM	TXMAS- 7- 261010- 43	No	DOUG WOODWARD 505-589-1100 rtcdoug@qwest.net
HEINTSCHEL TIRE & SERVICE	TEXARKANA	TX	TXMAS- 7- 261010- 44	No	GARRY HEINTSCHEL 903-794-3502 garry.heintschel@txk.net
HEINTSCHEL TIRE & SERVICE	TEXARKANA	TX	TXMAS- 7- 261010- 45	No	GARRY HEINTSCHEL 903-794-3502 garry.heintschel@txk.net
GOOLSBEE TIRE & SERVICE	TYLER	TX	TXMAS- 7- 261010- 46	Yes Gender=F, Ethnicity=WO	RANDY MEREDITH 903-593-3561 RANDY@GOOLSBEEETIRE.COM
AMERICAN TIRE DISTRIBUTORS - JACKSONVILL	TYLER	TX	TXMAS- 7- 261010- 50	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
LAPORTE TIRE	LA PORTE	TX	TXMAS- 7-	No	JIM MORAN 281-471-3541

CENTER INC.			261010- 51		lptc@sbcglobal.net
TIRE CENTERS, LLC	SAN ANOTNIO	TX	TXMAS-7-261010-52	No	DICK HEINES 210-651-0077 dickheines@earthlink.net
SOUTHERN TIRE MART, LLC	MEMPHIS	TN	TXMAS-7-261010-53	No	GENE EVANS 512-416-1010 GEVANS@STMTIRES.COM
TIRE CENTERS, LLC 630	LAREDO	TX	TXMAS-7-261010-54	No	ROBERT MENDIOLA 956-722-3709 TC1630@TIRECENTERS.COM
SOUTHERN TIRE MART, LLC - FT. WORTH	MEMPHIS	TN	TXMAS-7-261010-56	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - DALLAS	MEMPHIS	TN	TXMAS-7-261010-57	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - LONGVIEW	MEMPHIS	TN	TXMAS-7-261010-58	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - TYLER	MEMPHIS	TN	TXMAS-7-261010-59	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - LAREDO	MEMPHIS	TN	TXMAS-7-261010-60	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - WACO	MEMPHIS	TN	TXMAS-7-261010-61	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - AUSTIN	MEMPHIS	TN	TXMAS-7-261010-62	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - SAN ANTONIO	MEMPHIS	TN	TXMAS-7-261010-63	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - LUBBOCK	MEMPHIS	TN	TXMAS-7-261010-64	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - DALLAS	MEMPHIS	TN	TXMAS-7-261010-65	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART, LLC - TEXARKANA	MEMPHIS	TN	TXMAS-7-261010-66	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM

SOUTHERN TIRE MART, LLC - HOUSTON	MEMPHIS	TN	TXMAS- 7- 261010- 67	No	BOBBY HARMS 817-529-2294 BHARMS@STMTIRES.COM
RICK'S TIRE SERVICE, INC.	GRAND PRAIRIE	TX	TXMAS- 7- 261010- 68	No	DEWAYNE LEWIS 817-829-6790 ricktireservice@aol.com
TOM'S TIRE WORLD, INC. - ABILENE	ABILENE	TX	TXMAS- 7- 261010- 69	No	TOM CENIGLIS, JR. 325-692-4708 tom@tomstirepros.com
TOM'S TIRE WORLD, INC. - SAN ANGELO	ABILENE	TX	TXMAS- 7- 261010- 70	No	TOM CENIGLIS, JR. 325-692-4708 tom@tomstirepros.com
TOM'S TIRE WORLD, INC. - ABILENE	ABILENE	TX	TXMAS- 7- 261010- 72	No	TOM CENIGLIS, JR. 325-692-4708 tom@tomstirepros.com
MOORE'S RETREAD & TIRE OF THE ARK-LA-TEX	LUFKIN	TX	TXMAS- 7- 261010- 73	No	DANNY E. HUTCHISON 903-236-8883 DEH270@AOL.COM
MOORE'S RETREAD & TIRE OF THE ARK-LA-TEX	TYLER	TX	TXMAS- 7- 261010- 74	No	DANNY E. HUTCHISON 903-236-8883 DEH270@AOL.COM
MOORE'S RETREAD & TIRE OF THE ARK-LA-TEX	LONGVIEW	TX	TXMAS- 7- 261010- 75	No	DANNY E. HUTCHISON 903-236-8883 DEH270@AOL.COM
MOORE'S RETREAD & TIRE COMPANY, INC.	IRVING	TX	TXMAS- 7- 261010- 76	No	BRUCE E. KIPER 972-790-3465 BRUCE_KIPER@SBCGLOBAL.NET
MOORE'S RETREAD & TIRE COMPANY, INC.	HOUSTON	TX	TXMAS- 7- 261010- 77	No	BRUCE E. KIPER 972-790-3465 BRUCE_KIPER@SBCGLOBAL.NET
HARVEY TIRE COMPANY	BORGER	TX	TXMAS- 7- 261010- 78	No	HARVEY HATHAWAY 806-273-5861 HARVEYTIRE2@CABLEONE.NET
PILGER'S TIRE & AUTO CENTER	COLLEGE STATION	TX	TXMAS- 7- 261010- 79	No	WILLIE HESS 979-696-1729 WILLIE@PILGERSTIRE.COM
APEX-BILL DAY TIRE-TYLER- BDWY	TYLER	TX	TXMAS- 7- 261010- 85	No	BRYAN SHEFFIELD 903-597-4589 BDT@SUDDENLINKMAIL.COM
APEX-BILL DAY TIRE- LONGVIEW	TYLER	TX	TXMAS- 7- 261010- 86	No	BRYAN SHEFFIELD 903-597-4589 BDT@SUDDENLINKMAIL.COM
APEX-BILL DAY TIRE-TYLER-	TYLER	TX	TXMAS- 7-	No	BRYAN SHEFFIELD 903-597-4589

ERWIN			261010-87		BDT@SUDDENLINKMAIL.COM
APEX-BILL DAY TIRE-JVILLE	TYLER	TX	TXMAS-7-261010-88	No	BRYAN SHEFFILED 903-597-4589 BDT@SUDDENLINKMAIL.COM
SOUTHERN TIRE MART - BEAUMONT	MEMPHIS	TN	TXMAS-7-261010-89	No	BOBBY R. HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART - CORPUS CHRISTI	MEMPHIS	TN	TXMAS-7-261010-90	No	BOBBY R. HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART - WICHITA FALLS	MEMPHIS	TN	TXMAS-7-261010-91	No	BOBBY R. HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART - ALAMO	MEMPHIS	TN	TXMAS-7-261010-92	No	BOBBY R. HARMS 817-529-2294 BHARMS@STMTIRES.COM
SOUTHERN TIRE MART - AMARILLO	MEMPHIS	TN	TXMAS-7-261010-93	No	BOBBY R. HARMS 817-529-2294 BHARMS@STMTIRES.COM
SNIDER TIRE INC.	GREENSBORO	NC	TXMAS-7-261010-94	No	RICHARD TYERS 972-602-9145 RTYERS@SNIDERTIRE.COM
AMERICAN TIRE DISTRIBUTORS - #670 CORPUS CHRISTI	ST. LOUIS	MO	TXMAS-7-261010-95	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #690 SAN ANTONIO	ST. LOUIS	MO	TXMAS-7-261010-96	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #551 LUBBOCK	ST. LOUIS	MO	TXMAS-7-261010-97	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #553 AMARILLO	ST. LOUIS	MO	TXMAS-7-261010-98	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #555 CARROLLTON	ST. LOUIS	MO	TXMAS-7-261010-99	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS #660 BAYTOWN	ST. LOUIS	MO	TXMAS-7-261010-100	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN			TXMAS-		ROGER WEBSTER

TIRE DISTRIBUTORS - #552 MCALLEN	ST. LOUIS	MO	7-261010-101	No	800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #554 SAN ANGELO	ST. LOUIS	MO	TXMAS-7-261010-102	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #561 SAN MARCOS	ST. LOUIS	MO	TXMAS-7-261010-103	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
AMERICAN TIRE DISTRIBUTORS - #695 KILLEEN	ST. LOUIS	MO	TXMAS-7-261010-104	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
TIRE CENTERS, LLC	AUSTIN	TX	TXMAS-7-261010-105	No	CENTER MANAGER 512-215-6800 TC1620MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	LANCASTER	TX	TXMAS-7-261010-106	No	CENTER MANAGER 972-228-8280 TC1625MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	SAN ANTONIO	TX	TXMAS-7-261010-107	No	CENTER MANAGER 210-599-0419 TC1609MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	SAN ANTONIO	TX	TXMAS-7-261010-108	No	CENTER MANAGER 210-651-0077 TC1610MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	PHARR	TX	TXMAS-7-261010-109	No	CENTER MANAGER 956-283-8887 TC1617MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	AUSTIN	TX	TXMAS-7-261010-110	No	CENTER MANAGER 512-251-0965 TC1619MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	DALLAS	TX	TXMAS-7-261010-111	No	CENTER MANAGER 214-630-2949 TC1626MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	DENTON	TX	TXMAS-7-261010-112	No	CENTER MANAGER 972-228-8280 TC1625MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	FT. WORTH	TX	TXMAS-7-261010-113	No	CENTER MANAGER 817-338-4201 TC1629MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	LAREDO	TX	TXMAS-7-261010-114	No	CENTER MANAGER 956-722-3409 TC1630MGR@TIRECENTERS.COM
			TXMAS-		CENTER MANAGER

TIRE CENTERS, LLC	EL PASO	TX	7- 261010- 115	No	915-858-5824 TCI690MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	MABELVALE	AR	TXMAS- 7- 261010- 116	No	CENTER MANAGER 501-407-0316 TCI532MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	SHREVEPORT	LA	TXMAS- 7- 261010- 117	No	CENTER MANAGER 318-525-1070 TCI563MGR@TIRECENTERS.COM
TIRE CENTERS, LLC	HOUSTON	TX	TXMAS- 7- 261010- 118	No	CENTER MANAGER 713-426-6980 TCI602MGR@TIRECENTERS.COM
GRAHAM TRUCK CENTERS	SHERMAN	TX	TXMAS- 7- 261010- 119	No	BRETT GRAHAM 903-892-2122 BRETT@GRAHAMTRUCKS.COM
STROUHAL TIRE ROSHARON	ROSHARON	TX	TXMAS- 7- 261010- 120	No	NANCY MACHA 979-532-1579 x204 NMACHA@STROUHALTIRE.COM
GRAHAM TRUCK CENTERS	PARIS	TX	TXMAS- 7- 261010- 121	No	BRETT GRAHAM 903-892-2122 BRETT@GRAHAMTRUCKS.COM
AMERICAN TIRE DISTRIBUTORS, INC. - HOUSTON	ST. LOUIS	MO	TXMAS- 7- 261010- 122	No	ROGER WEBSTER 800-722-6917 RWEBSTER@ATD-US.COM
PURCELL TIRE & RUBBER COMPANY - DAYTON	ST. LOUIS	MO	TXMAS- 7- 261010- 123	No	AL HARVEY 936-641-2507 MANAGER02@PURCELLTIRE.COM
PURCELL TIRE & RUBBER COMPANY	ST. LOUIS	MO	TXMAS- 7- 261010- 124	No	BRUNO CASTILLO 512-748-4267 MANAGER54@PURCELLTIRE.COM
REPUBLIC TIRE & SUPPLY	EULESS	TX	TXMAS- 7- 261010- 125	No	CHRIS MILLER 817-283-7381 REPUBLICTIRE@SBCGLOBAL.NET
DIAMOND SERVICE CENTER, INC.	SHERMAN	TX	TXMAS- 7- 261010- 126	No	STEVE HUNTER 903-532-1313 STEPHEN@DIAMONDTX.COM
STROEHER & OLFERS, INC.	FREDERICKSBURG	TX	TXMAS- 7- 261010- 127	No	POLLY PRIESS 830-997-4382 POLLYPRIESS@HOTMAIL.COM
TIRE AND WHEEL CONNECTION	HOUSTON	TX	TXMAS- 7- 261010- 128	No	TERRI PATRICK 281-351-8473 T.PATRICK@TIREANDWHEELCONNECTION.COM
MANN'S TIRE & WHEEL CONNECTION	HOUSTON	TX	TXMAS- 7- 261010-	No	TERRI PATRICK 281-351-8473 T.PATRICK@TIREANDWHEELCONNECTION.COM

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Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/19/2006 through 12/5/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-30F-0008T.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: 1

Maximum Order: N/A

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract must purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Tires

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

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Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insc0 Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08

Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products	285-08
	Fire & Security & Monitoring	325-09
	Supplemental Technology Products Software & Supplies	289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Ansell Healthcare Products Inc.	Contraceptives	269-A4
Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies	985-L1
	Postage Meters-Rental Renewal Only	985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals	269-A2
	Influenza Vaccine	269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies	505-A2

	Name Plates Easels & Signs (engraved) up to 24"x48"	665-A2
Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
		592
		673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236
		235
		838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251
		600
		568
		890
		1014
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
		810
		890
SHI Government Solutions, Inc.	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-711030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
✓ *Business Interiors by Staples* The Hon Company	Special Use Furniture	6-7111060
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
✓ *Tire Centers, LLC* Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Tremco, Inc.	Facilities Maintenance & Management Bldg. &	603FAC010

	Bldg. Materials/Industrial Services & Supplies	6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08
A & B Communications	Communications Equipment & Services	RA01-08

***Denotes: New Vendor added for approval**

Requisition
HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00170506

PO #

Date: 02/10/10

Bill To: x
x

Vendor : 223751

IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R. EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	REPAIRS & MAINTENANCE AGREEMENT ON A CANON NP6545 COPIER DO NOT DUPLICATE ORDER		
		MAINTENANCE AGREEMENT SUPPORT BASE CHARGES ON AN 8X5X4 SILVER - CANON COPY MACHINE, EQUIPMENT NO. 10142086, MODEL NO. NP6545, SERIAL NO. NJF22943, I.D. NO. NJF22943, CUSTOMER NO. 2136876, W / CONTRACT OF 72,000 COPIES / YEAR, W / AN OVERAGE RATE OF \$0.00780 / COPY; BEGINNING: OCTOBER 16, 2009 AND ENDING OCTOBER 15, 2010	845.61	845.61
7679.00	YEAR	ESTIMATED IMAGE OVERAGE CHARGES: BEGINNING METER READING: 1,398,580 PLUS ENDING METER READING: 1,495,838 = 97,258 TOTAL IMAGES OVER THE 72,000 IMAGES ALLOWED - 72,000 IMAGES ALLOWED = 25,258 x \$0.00780 = \$197.01 TOTAL IMAGES OVERAGE CHARGES; EFFECTIVE: OCTOBER 16, 2008 THROUGH OCTOBER 15, 2009	.01	69.11
		Account No _____	<u>Encumbrance</u>	
		0-1100-415-21-170-001-0-432	914.72	
			Freight	.00
			Total	914.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



SALES ORDER / SERVICE ORDER

Master Sale Agreement Date	
Master Maintenance Agreement Date	
Master Maintenance and Sale Agreement Date	

CUSTOMER INFORMATION

Legal Name STX HIDALGO COUNTY	Contact MARIA MEDINA
Bill To Address PO BOX 689	Install Address 2808 S BUSINESS HWY 281 AUDITORS OFFICE
City EDINBURG State TX Zip 77540-0689	City EDINBURG State TX Zip 77539

This is an Order made pursuant and subject to the terms and conditions of the above referenced Master Agreement(s) between Customer and IKON Office Solutions, Inc. The signature below indicates that the Customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms and conditions set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by an Authorized Manager of IKON Office Solutions, Inc.

PRODUCT DESCRIPTION	
Make / Model / Serial Number	Service Level
CANON NP6545 NJF22943	Silver

Check all that apply
<input type="checkbox"/> Additional Product Description page(s) attached
<input type="checkbox"/> Professional Services fees included
<input checked="" type="checkbox"/> Fixed Service Charge
<input type="checkbox"/> Sales Tax Exempt (*Must attach valid Exemption Certificate)

EQUIPMENT CHARGES
Total Product Purchase Price
<i>Excludes Tax</i>

SERVICE CHARGES				
for Gold, Silver and Bronze				
Total Service Charges <i>Per Billing Frequency</i>	Minimum Term	Guaranteed Minimum Volume <i>Per Billing Frequency</i>	Cost of Additional Images	
\$845.61	12 Mos	B&W 72000	B&W .010316	Annual
Billing Frequency	Annual	Color -----	Color -----	

Additional Provisions	Billing from October 2009 thru October 2010
-----------------------	---

CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC	
Authorized Signature	
Signature Printed Name	
Title	
Date	

Requisition
HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00173369

PO #

Date: 04/06/10

Bill To: x
x

Vendor: 233498
 AUDITWARE DEVELOPMENT CO., INC.
 13835 N. TATUM BLVD., STE 9-617
 PHOENIX AZ 85032
 FAX (877)898-0865

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
 2808 S BUSINESS HWY 281
 EDINBURG TX 78539-6243

Contact: R EUFRACIO
 956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	BASIC RENEWAL	895.00	895.00
1.00	YEAR	CAFR COMBINING STATEMENT ADD-IN	125.00	125.00
		Account No _____	Encumbrance	
		0-1100-415-21-170-001-0-336	1,020.00	
			Freight	.00
			Total	1,020.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

125869

AuditWare Development Company, Inc.

13835 N. Tatum Blvd., Suite 9-617
Phoenix, AZ 85032
E-mail: auditware@cox.net
Web Site: <http://www.TheAudit.com>

Sales & Marketing (800) 261-2834
Administration & Support (800) 688-2333
Fax (866) 703-4581

RECEIVED BY Administration & Support
COUNTY AUDITOR

April 2, 2010

2010 APR 6 PM 2 03

Becky Luna
Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, TX 78539-6243

To: AuditWare Clients
From: Paul Shaw, President
Subject: AuditWare for Local Governments (ALG) Annual Renewal

Thank you for your continued support. We look forward to another great year of working with all of you.

Enclosed is a statement for your annual renewal of ALG. Regarding those of you who perform only one or two school audits, I realize we may be asking you to renew before you know that you will retain the audits. That's why we have a policy that renewals received by April 30th are fully refundable upon request through August 31, 2010.

Your current 2009 version will handle data periods through December 31, 2009. In May, we plan to ship our 2010 product which may be used for data periods through December 31, 2010.

If I can help you at any time in any way, do not hesitate to contact me.

Enclosures

C:\Approach\10 ALG Renewal Ltr

203-3-11

AuditWare Development Company, Inc.

13835 N. Tatum Blvd., Suite 9-617
 Phoenix, AZ 85032-5582
 E-mail: auditware@cox.net
 Web Site: <http://www.TheAudit.com>

Sales & Marketing (800) 261-2834
 Administration & Support (800) 688-2333
 Fax (866) 703-4581

AuditWare for Local Governments Renewal Form and Statement for 2010 Due by April 30, 2010

Please correct and/or supply the information below as necessary.

Attention: Becky Luna
 Organization: Hidalgo County Auditor's Office
 Address: 2808 S. Business Highway 281
 City/State/Zip: Edinburg, TX 78539-6243
 Telephone: 956/318-2511
 Fax: 956-318-2577
 Primary E-mail Address: becky.luna@auditor.co.hidalgo.tx.us
 Number of local government audits performed in 2009: 1

	<u>Price</u>	<u>Amount</u>	
1.	\$895.00	\$895.00	Basic Renewal Amount (Required)
2.		0.00	Volume and/or Support (Required)*
3.	125.00	<u>125.00</u>	CAFR/Combining Statement Add-In (Optional)*
4.		<u>1,020.00</u>	SubTotal
5.		()	Less 10% if Additional Office(s) Also Renewing*
6.		<u>1,020.00</u>	TOTAL

* See explanation below

Method of Payment

Check (payable to AuditWare Development Company, Inc.)

Charge to: MasterCard Visa American Express Discover

Expiration Date _____ Card Holder Name (Print) _____

Card# _____ Card Holder Signature _____

Billing Address Zip Code _____

Explanation of certain lines: 2. Based on high volume of audits and/or prior year support contacts; 3. This add-in allows you to produce either combining statements for the new reporting model, a full GFOA CAFR, or both; 5. Applicable to audit firms with multiple offices and to auditees of AuditWare users.

If paying in full by credit card you may fax this sheet to (866) 703-4581.

Requisition

Req # 00171039

PO #

Date: 02/19/10

Bill To: x
x

Vendor : 27057
OFFICE COMMUNICATIONS SYSTEMS, INC.
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: 370TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact:
956-318-2280

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER FOR MAINT. JANUARY 2010 TO DECEMBER 2010 FOR THE ESTUDIO 281c COPY MACHINE IN THE 370TH DISTRICT COURT..... <u>Account No</u> 0-1100-412-00-007-001-0-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	759.00 <u>Encumbrance</u> 759.00 Freight .00 Total 759.00	759.00 .00 759.00

Authorized By: _____

TOSHIBA

BUSINESS SOLUTIONS

Texas

New Mexico

PREMIUM PLUS MAINTENANCE AGREEMENT

10231 Kozabue
San Antonio, Texas 78217
Phone: 210.357.2830
Fax: 210.357.2830

Sales Representative: **Lee Alvarez**

CUSTOMER INFORMATION

Customer Name: HIDALGO COUNTY OF	Bill to Number: 688915	Customer Name: HIDALGO COUNTY OF	Ship to Number: 688915
Attention: Ester Contreras		Attention:	
Address: 370TH JUDICIAL COURT 1ST FLOOR		Address: 370TH JUDICIAL COURT 1ST FLOOR	
Address 2: 100 N CLOSNER	City, State: EDINBURG, TX	Address 2:	City, State-Zip: EDINBURG, TX 78539
Phone #: 956318-2280	Exl:	Phone #:	Exl:
		Fax #: 956 318 2285	Fax #:
Email:		Email: ester370@yahoo.com	

SELECT ONE: This contract will begin on the date of Equipment installation. Or This contract will begin after a _____ day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (beginning)	Service Included in Lease	Term of Lease (# of Months)
1 36138	Toshiba e281c	cd1513662		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY: _____	
2				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY: _____	
3				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY: _____	
4				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY: _____	

SUPPLY INCLUSIVE ITEMS

Cartridge	Drum	Staples	Toner	Other (Please Specify)
1 Cartridge	Drum		Toner	parts and labor
2				
3				
4				

TRANSACTION TERMS

This contract will bill a minimum charge of \$ **759.00** every **SELECT ONE:** Month Quarter Year

The contract includes **60,000** BLACK copies every **SELECT ONE:** Month Quarter Year

An overage charge of \$ **0.009900** will be charged for EACH excess BLACK copy.

The contract includes **0** COLOR copies every **SELECT ONE:** Month Quarter Year

An overage charge of \$ **0.1089** will be charged for EACH excess COLOR copy.

Comments: installed 12-05, service renewal for Jan. 1, 2010 to Dec. 31, 2010

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, TBS-TX/NM agrees to perform maintenance service in accordance with the following terms and conditions:
1) OCS will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
3) This agreement does NOT cover:

- a. Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by TBS-TX/NM.
- b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
- c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
- d. Exterior or add-on copy counting or monitoring devices.
- e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
- f. Circuit board failures unless an UL1449 or TBS-TX/NM approved surge protection device is installed inline with the listed equipment.
- g. Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, hammers, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards). A separate service agreement may be purchased for the items listed in 3) g.
- 4) Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions.
 - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
 - c. Provide TBS-TX/NM with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
 - d. Pay additional \$_____ cents per scan, when scans exceed agreement minimum or actual print usage.
 - e. Pay for any charges outside the scope of this Premium Plus Agreement.
 - f. Pay for any charges outside the scope of this Premium Plus Agreement.
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or TBS-TX/NM technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) TBS-TX/NM is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. TBS-TX/NM may apply any unused portion of the annual maintenance charges toward future purchases with TBS-TX/NM.
- 9) TBS-TX/NM may withhold service or terminate this agreement if the Customer fails to comply with any of the terms and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.
Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS-TX/NM, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions - Texas/New Mexico

Name: _____ Title: _____		Name: _____ Title: _____	
(Please Print Name)		(Please Print Name)	
Signature: _____ Date: _____		Signature: _____ Date: _____	
(Authorized Representative)		(Authorized Representative)	
Company Name: HIDALGO COUNTY OF			

Requisition

Req # 00173373

PO #

Date: 04/06/10

Bill To: x
x

Vendor: 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER ON SCREEN ADVERTISING DATES: 7/2/10 TO 8/19/10 58 SCREENS TO INCLUDE MAIN PLACE, MOVIES 10, MOVIES 17, MOVIES 8, & TINSELTOWN MISSION TOPIC "BACK TO SCHOOL IMMUNIZATION REQUIREMENTS"	4,606.00	4,606.00
1.00	EACH	ON SCREEN ADVERTISING DATES: 10/1/10 TO 11/11/10 58 SCREENS TO INCLUDE MAIN PLACE, MOVIES 10, MOVIES 17, MOVIES 8, & TINSELTOWN MISSION TOPIC: "REMINDER TO GET FLU SHOT"	3,948.00	3,948.00
		Account No 0-1293-441-00-340-012-0-540	Encumbrance 8,554.00	
			Freight	.00
			Total	8,554.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

3/17/2010

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

<p>Advertiser Information Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Della Garza della.garza@hchcd.org</p>	<p>Billing Information Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Della Garza della.garza@hchcd.org</p>	<p>Account Director: Connie Franco Phone: (956) 318-0810 Fax: (956) 386-0885 Connie.Franco@ncm.com Order #: 144714.3 Proposal Type: New Contract Original Proposal #: N/A</p>
---	--	--

Start Date	End Date	Type of Advertising	Duration/Qty	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
7/2/2010	8/9/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147954	CNK114	Main Place	TX	6	7	\$9.00	\$378.00
7/2/2010	8/9/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147954	CNK212	Movies 10	TX	10	7	\$9.00	\$630.00
7/2/2010	8/9/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147954	CNK093	Movies 17	TX	17	7	\$13.00	\$1,547.00
7/2/2010	8/9/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147954	CNK108	Movies 8	TX	8	7	\$9.00	\$504.00
7/2/2010	8/9/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147954	CNK261	Tinseltown Mission	TX	17	7	\$13.00	\$1,547.00
10/1/2010	11/11/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147962	CNK114	Main Place	TX	6	6	\$9.00	\$324.00
10/1/2010	11/11/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147962	CNK212	Movies 10	TX	10	6	\$9.00	\$540.00
10/1/2010	11/11/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147962	CNK093	Movies 17	TX	17	6	\$13.00	\$1,326.00
10/1/2010	11/11/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147962	CNK108	Movies 8	TX	8	6	\$9.00	\$432.00
10/1/2010	11/11/2010	On Screen Regional Segment 2 0:15	0:15	Best Available	147962	CNK261	Tinseltown Mission	TX	17	6	\$13.00	\$1,326.00
										116		

Reg# 173373
 quote# 1
 page 1 of 2



Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

3/17/2010

Payment Method:	Comments & Special Instructions:	Total Media
<input checked="" type="checkbox"/> Check	reference IO 96591.2 for creative material. client is using same flight schedule with creative ads in-house. non-profit rates.	Media Services \$8,554.00
<input type="checkbox"/> Credit Card		Creative Services \$0.00
<input type="checkbox"/> Purchase Order		Other Services \$0.00
		Fulfillment \$0.00
PO Number:		Total Due \$8,554.00

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Advertiser Name/Title: _____ Date: _____ National CineMedia, LLC Date: _____

Job Number(s): 147954, 147962

Contract Number: 144714.3

	A	B	C	D	E	F
Logged						
Scheduled						
Creative Approved						
Credit Approved						
Posted						
Audit						

*Reg# 173373
quote # 1
page 2 of 2*



AI-20721

9.B.

Payment Request of R. Gutierrez Engineering Invoice (Contract #C-09-419-10-27) for Eldora Road Project

CC CONSENT

Date: 04/13/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Pct.#2

Acceptance, and approval of request for payment on Inv. #2803 for Eldora Road Project \$4,800.00 submitted by R. Gutierrez Engineering Corporation, (#C-09-419-10-27) contracted project engineer, after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Topographic Survey

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-052-0-711
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#637429 Eldora Rd has \$33,600.00 available balance.

Attachments

Link: [Invoice #2803](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/09/2010 11:24 AM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 11:48 AM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 01:51 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/08/2010 06:53 PM
Final Approval Date: 04/09/2010

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2803
Monday, March 22, 2010

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG09.022e Eldora Road Topography & Boundary Survey

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 03/01/2010 to 03/22/2010

Billing Group: 01 Phased Fixed Fee
Topographic & Boundary Survey

Contract #: C-09-419-10-27(WA#5)(PO#637429)

Billing Fee: \$33,600.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Topographic Survey	4,800.00	100.00	4,800.00	0.00	4,800.00
Boundary Survey	27,000.00	0.00	0.00	0.00	0.00
ROW Map (0.5 miles)	1,800.00	0.00	0.00	0.00	0.00
Total Phases:					\$4,800.00

Phase Billing Totals: \$4,800.00

INVOICE RECEIVED BY: Esmiranda Molina ON 3-23-10
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 3-23-10

Billing Group Subtotal: 4,800.00

Project Totals:

*** Total Project Invoice Amount:

\$4,800.00



Ramiro Gutierrez
President

PO # 637429
0-1202-431-00-122-052-0-711
Req # 171966

R. Gutierrez Engineering Corporation

March 23, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Eldora Road Topo & Boundary Survey Invoice # 2803
ENG09.022e

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed the topographic survey. I have enclosed a copy of the topographic survey for your records.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Eldora Road Topo & Boundary Survey
PROJECT NO.: ENG09.022e
DATE: March 23, 2010

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: INVOICE
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	03/22/2010	Invoice No. 2803
1	03/23/2010	Cover Letter
1	-	Topography Map

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED

MAR 23 2010

Jaime Jaimez, Jr.

Copy Distribution: file

Received by: _____

AI-20720

9.C.

Approval of Payment #11 for V-A Architecture #C-09-037-01-13 for New Pct.2 Administration Complex Subdivision

CC CONSENT

Date: 04/13/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Pct.#2

Approval of Request for Payment No.11 for \$8,540.22 submitted by project architect, V-A Architecture (Contract #C-09-037-01-13) in connection with architectural services on the the New Administration Office Complex for Precinct No.2 and Other County Offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#617618 Pct.2 Admin has available \$5,127.90

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#622522 Health Clinic (submitted PO Increase)
PO#622523 WIC Clinic (submitted PO Increase)

Account has \$21,104.54 available balance

FISCAL YEAR: 2010 ACCT. #: 0-1334-415-15-122-042-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#622524 Tax Office (submitted PO Increase)

Account has \$15,043.60 available balance.

FISCAL YEAR: 2010 ACCT. #: 0-1336-412-00-122-043-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#622525 J/P's Office has \$6,968.83

Attachments

Link: [invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/09/2010 11:24 AM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 11:47 AM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 03:31 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

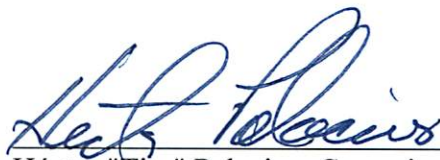
Form Started By: Yolanda Cisneros
Started On: 04/08/2010 06:34 PM

Final Approval Date: 04/09/2010

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project	New Administration Offices for Hidalgo County Pct. 2 and Other County Offices
Contract #	09-037-01-13
Requests for Payment:	#11 (A-E)
In the total Amount of:	\$8,540.22
A. New Pct. 2 Administration PO# 617618 \$2,140.32	
B. Health Clinic PO# 622522 \$1,837.58	
C. WIC Clinic PO# 622523 \$435.34	
D. Tax Assessor Office PO# 622524 \$1,919.84	
E. Justice of the Peace Office PO# 622525 \$2,207.14	
Submitted by:	V·A Architecture
For Period to:	March 31, 2010

Reviewed and Approved by:



Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

See Attached Account List

Date:

Request for Payment #11

New Precinct #2 Administration

617618

0-1334-431-00-122-021-0-720 \$2,140.32

Req. #149224

Health Clinic

622522

0-1334-441-00-122-041-0-720 \$1,837.58

Req. #154912

WIC Clinic

622523

0-1334-441-00-122-041-0-720 \$435.34

Req. #154921

Tax Assessor Office

622524

0-1334-415-15-122-042-0-720 \$1,919.84

Req. #154932

Justice of the Peace Office

622525

0-1336-412-00-122-043-0-720 \$2,207.14

Req. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: Eleven (11) - A

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture Contract No 09-037-01-13
P.O. # 617618

Address: 2029 Industrial Drive

City/State: McAllen, Texas 78504

TOTAL PROJECT COST		\$1,176,000.00	13a Arch % Rate:	6.5% *\$	\$76,440.00	
+ *First Bidding Phase - 09/02/09					\$2,889.02	
					Max. Contract Amt. \$79,329.02	
Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	\$ 11,466.00	100%	\$ 11,466.00	\$ 11,466.00	\$ 0.00
Design Development						
A/E Fee	20%	\$ 15,288.00	100%	\$ 15,288.00	\$ 15,288.00	\$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	\$ 30,576.00	100%	\$ 30,576.00	\$ 30,576.00	\$ 0.00
Bidding Phase 09/02/09						
5% of \$888,929.87 *		\$ 2,889.02 ^	100%	\$ 2,889.02	\$ 2,889.02	\$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	\$ 3,822.00	100%	\$ 3,822.00	\$ 3,822.00	\$ 0.00
Construction Adm.						
A/E Fee	20%	\$ 15,288.00	28%	\$ 4,280.64	\$ 2,140.32	\$ 2,140.32
Reimbursables		\$ 3,769.61		\$ 3,769.61	\$ 3,769.61	\$ 0.00
TOTALS		\$ 83,098.63		\$ 72,091.27	\$ 69,950.95	\$ 2,140.32
Total Amount This Request						\$ 2,140.32

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

\$888,929.87 x Arch % Rate of 6.5% = \$57,780.44 x Bidding Phase of 5.0% = \$2,889.02 ^

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for Pct. 2 Offices					\$697,000.00 7a
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 6b	35,691	\$6.107982	5,856	\$35,768.34
Alt.#2 Grid-Tie Wind Turbine Generator Sy	\$92,000.00 6c	35,691	\$2.577681	5,856	\$15,094.90
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 6d	35,691	\$6.164019	5,856	\$36,096.50
Alt.#4 Insulated Concrete Forms	\$66,000.00 6e	35,691	\$1.849206	5,856	\$10,828.95
Sitework	\$573,769.30 2.5	35,691	\$16.076022	5,856	\$94,141.18
Lowest Responsive Bid Received on 9/2/09 for Pct. 2 Offices					\$888,929.87 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture March 31, 2010
Architect


Reynaldo Vargas, A.I.A.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Eleven (11) - B

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic No. 08-1016
for Hidalgo County, Pharr, Texas

Architeturual Firm: V-A Architecture Contract No 09-037-01-13
P.O. # 622522

Address: 2029 Industrial Drive

City/State: McAllen, Texas 78504

TOTAL PROJECT COST	\$1,177,930.96 ■	Arch % Rate:	6.5% *\$	\$76,565.51	
Total Cost ²	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic \$1,457,000.00 ■ 13b	14,817	\$98.332996	11,979 ■	\$1,177,930.96	
■ The cost of \$1,457,000 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only					
+ *First Bidding Phase - 09/02/09				\$4,967.63	
				Max. Contract Amt. \$81,533.14	
Scope of Services	Estimated Budget ^{13b}	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign					
A/E Fee 15%	\$ 11,484.83	100%	\$ 11,484.83	\$ \$11,484.83	\$ 0.00
Design Development					
A/E Fee 20%	\$ 15,313.10	100%	\$ 15,313.10	\$ \$15,313.10	\$ 0.00
Constr. Doc. Phase					
A/E Fee 40%	\$ 30,626.20	100%	\$ 30,626.20	\$ \$30,626.20	\$ 0.00
Bidding Phase 09/02/09					
5% of \$1,528,501.52 *	\$ 4,967.63 ^	100%	\$ 4,967.63	\$ \$4,967.63	\$ 0.00
Bidding Phase 10/28/09					
A/E Fee 5%	\$ 3,828.28	100%	\$ 3,828.28	\$ \$3,828.28	\$ 0.00
Construction Adm.					
A/E Fee 20%	\$ 15,313.10	26%	\$ 3,981.41	\$ \$2,143.83	\$ 1,837.58
Reimbursables	\$ 3,769.61		\$ 3,769.61	\$ 3,769.61	\$ 0.00
TOTALS	\$ 85,302.75		\$ 73,971.06	\$ 72,133.48	\$ 1,837.58
				Total Amount This Request	\$ 1,837.58

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$$\$1,528,501.52 \times \text{Arch \% Rate of } 6.5\% = \$99,352.60 \times \text{Bidding Phase of } 5.0\% = \$4,967.63 \text{ } ^\wedge$$

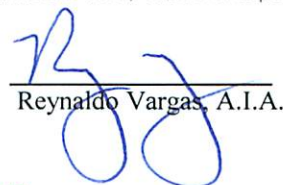
	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for Health Clinic	\$1,405,000.00 7b	14,817	\$94.823514	11,979	\$1,135,890.87 ☒
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 6b	35,691	\$6.107982	11,979	\$73,167.52
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 6c	35,691	\$2.577681	11,979	\$30,878.04
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 6d	35,691	\$6.164019	11,979	\$73,838.78
Alt.#4 Insulated Concrete Forms	\$66,000.00 6e	35,691	\$1.849206	11,979	\$22,151.64
Sitework	\$573,769.30 2.5	35,691	\$16.076022	11,979	\$192,574.67
Lowest Responsive Bid Received on 9/2/09 for Health Clinic					\$1,528,501.52 *

☒ The cost of \$1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

I certify that the above is true and correct to the best of my knowledge.

VA Architecture March 31, 2010

Architect Date


Reynaldo Vargas, A.I.A.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

**ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242**

V·A Architecture

REQUEST FOR PAYMENT NO: Eleven (11) - C

Project Name: New Pct. 2 Administration Office & Other County Offices: WIC for Hidalgo County, Pharr, Texas No. 08-1016
 Architectural Firm: V-A Architecture Contract No 09-037-01-13
 Address: 2029 Industrial Drive P.O. # 622523
 City/State: McAllen, Texas 78504

TOTAL PROJECT COST	\$279,069.04	Arch % Rate:	6.5% *\$	\$18,139.49
Total Cost ²	Total SF of Project	Cost/SF	SF for this bldg	
Health Clinic \$1,457,000.00 ■ 13b	14,817	\$98.332996	2,838 ■	\$279,069.04
■ The cost of \$1,457,000 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only				
+ *First Bidding Phase - 09/02/09				\$1,176.90
				Max. Contract Amt \$19,316.39

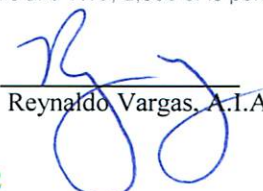
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design A/E Fee 15%	\$ 2,720.92	100%	\$ 2,720.92	\$ 2,720.92	\$ 0.00
Design Development A/E Fee 20%	\$ 3,627.90	100%	\$ 3,627.90	\$ 3,627.90	\$ 0.00
Constr. Doc. Phase A/E Fee 40%	\$ 7,255.80	100%	\$ 7,255.80	\$ 7,255.80	\$ 0.00
Bidding Phase 09/02/09 5% of \$362,124.33 *	\$ 1,176.90 ^	100%	\$ 1,176.90	\$ 1,176.90	\$ 0.00
Bidding Phase 10/28/09 A/E Fee 5%	\$ 906.97	100%	\$ 906.97	\$ 906.97	\$ 0.00
Construction Adm. A/E Fee 20%	\$ 3,627.90	26%	\$ 943.25	\$ 507.91	\$ 435.34
Reimbursables	\$ 3,769.61	0%	\$ 3,769.61	\$ 3,769.61	\$ 0.00
TOTALS	\$ 23,086.00		\$ 20,401.36	\$ 19,966.01	\$ 435.34
Total Amount This Request					\$ 435.34

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09
 $\$362,124.33 \times \text{Arch \% Rate of } 6.5\% = \$23,538.08$
 $\$23,538.08 \times \text{Bidding Phase of } 5.0\% = \$1,176.90$ ^

	Total Cost	Total SF	Cost/SF	SF for this bldg	
BAs Bid for WIC	\$1,405,000.00 7b	14,817	\$94.823514	2,838	\$269,109.13 ☐
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 6b	35,691	\$6.107982	2,838	\$17,334.45
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 6c	35,691	\$2.577681	2,838	\$7,315.46
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 6d	35,691	\$6.164019	2,838	\$17,493.49
Alt.#4 Insulated Concrete Forms	\$66,000.00 6e	35,691	\$1.849206	2,838	\$5,248.05
Sitework	\$573,769.30 2.5	35,691	\$16.076022	2,838	\$45,623.75
Lowest Responsive Bid Received on 9/2/09 for WIC					\$362,124.33 *

☐ The cost of \$1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

I certify that the above is true and correct to the best of my knowledge.
 VA Architecture March 31, 2010
 Architect Date


 Reynaldo Vargas, A.I.A.

Vargas & Associates
 2029 Industrial Drive
 McAllen, Texas 78504
 (956) 631-2242

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Eleven (11) - D

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office No. 08-1016
for Hidalgo County, Pharr, Texas

Architeturual Firm: V-A Architecture Contract No 09-037-01-13
Address: 2029 Industrial Drive P.O. # 622524

City/State McAllen, Texas 78504

TOTAL PROJECT COST		\$1,136,000.00	13c Arch % Rate:	6.5% *\$	\$73,840.00	
+ *First Bidding Phase - 09/02/09					\$2,644.55	
					Max. Contract Amt. \$76,484.55	
Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	\$ 11,076.00	100%	\$ 11,076.00	\$ \$11,076.00	\$ 0.00
Design Development						
A/E Fee	20%	\$ 14,768.00	100%	\$ 14,768.00	\$ \$14,768.00	\$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	\$ 29,536.00	100%	\$ 29,536.00	\$ \$29,536.00	\$ 0.00
Bidding Phase 09/02/09						
5% of \$813,708.48 *		\$ 2,644.55 ^	100%	\$ 2,644.55	\$ \$2,644.55	\$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	\$ 3,692.00	100%	\$ 3,692.00	\$ \$3,692.00	\$ 0.00
Construction Adm.						
A/E Fee	20%	\$ 14,768.00	27%	\$ 3,987.36	\$ \$2,067.52	\$ 1,919.84
Reimbursables		\$ 3,769.61		\$ 3,769.61	\$ 3,769.61	\$ 0.00
TOTALS		\$ 80,254.16		\$ 69,473.52	\$ 67,553.68	\$ 1,919.84
Total Amount This Request						\$ 1,919.84


*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

\$813,708.48 x Arch % Rate of 6.5% = \$52,891.05 x Bidding Phase of 5.0% = \$2,644.55 ^

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for Tax Office					\$644,000.00 ^{7c}
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 ^{6b}	35,691	\$6.107982	5,178	\$31,627.13
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 ^{6c}	35,691	\$2.577681	5,178	\$13,347.23
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 ^{6d}	35,691	\$6.164019	5,178	\$31,917.29
Alt.#4 Insulated Concrete Forms	\$66,000.00 ^{6e}	35,691	\$1.849206	5,178	\$9,575.19
Sitework	\$573,769.30 ^{2.5}	35,691	\$16.076022	5,178	\$83,241.64
Lowest Responsive Bid Received on 9/2/09 for Tax Office					\$813,708.48 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture March 31, 2010
Architect Date


Reynaldo Vargas, A.I.A.
Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Eleven (11) - E

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture Contract No 09-037-01-13
P.O. # 622525

Address: 2029 Industrial Drive

City/State: McAllen, Texas 78504

TOTAL PROJECT COST		\$1,306,000.00	13d	Arch % Rate:	6.5%	*\$	\$84,890.00
+ *First Bidding Phase - 09/02/09							\$4,785.64
							Max. Contract Amt \$89,675.64
Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Desgign							
A/E Fee	15%	\$ 12,733.50	100%	\$ 12,733.50	\$ 12,733.50	\$ 0.00	
Design Development							
A/E Fee	20%	\$ 16,978.00	100%	\$ 16,978.00	\$ 16,978.00	\$ 0.00	
Constr. Doc. Phase							
A/E Fee	40%	\$ 33,956.00	100%	\$ 33,956.00	\$ 33,956.00	\$ 0.00	
Bidding Phase 09/02/09							
5% of \$1,472,505.12 *		\$ 4,785.64 ^	100%	\$ 4,785.64	\$ 4,785.64	\$ 0.00	
Bidding Phase 10/28/09							
A/E Fee	5%	\$ 4,244.50	100%	\$ 4,244.50	\$ 4,244.50	\$ 0.00	
Construction Adm.							
A/E Fee	20%	\$ 16,978.00	27%	\$ 4,584.06	\$ 2,376.92	\$ 2,207.14	
Reimbursables		\$ 3,769.61		\$ 3,769.61	\$ 3,769.61	\$ 0.00	
TOTALS		\$ 93,445.25		\$ 81,051.31	\$ 78,844.17	\$ 2,207.14	
						Total Amount This Request	\$ 2,207.14

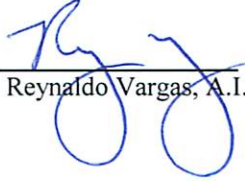
*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

\$1,472,505.12 x Arch % Rate of **** = \$95,712.83 x Bidding Phase of 5.0% = \$4,785.64 ^

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for JOP Offices					\$1,150,000.00 7d
Alt #1 Exterior Outdoor Solar Lighting	\$218,000.00 6b	35,691	\$6.107982	9,840	\$60,102.54
Alt #2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 6c	35,691	\$2.577681	9,840	\$25,364.38
Alt #3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 6d	35,691	\$6.164019	9,840	\$60,653.95
Alt #4 Insulated Concrete Forms	\$66,000.00 6e	35,691	\$1.849206	9,840	\$18,196.19
Sitework	\$573,769.30 2.5	35,691	\$16.076022	9,840	\$158,188.06
Lowest Responsive Bid Received on 9/2/09 for JOP Offices					\$1,472,505.12 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture March 31, 2010
Architect Date


Reynaldo Vargas, A.I.A. Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

V·A Architecture

March 31, 2010

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas
Request for Payment
Contract No. 09-037-01-13
PO #'s: 617618; 622522-622525**

Commissioner Palacios:

Enclosed please find four sets of the following:

1. Document B, Review and Approval by Hidalgo County Precinct 2 of **Architect's Request for Payment #11 (A-E)** for the **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**, for your signature
2. **Architect's Request for Payment #11 (A-E) in the amount totaling (\$8,540.22)** for the **New Administration Offices for Hidalgo County Pct. 2 and Other County Offices**.

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office, and one set to Rocío Villarreal, Hidalgo County Purchasing Department.

Your prompt attention to this request is greatly appreciated.

Sincerely,


Reynaldo Vargas, A.I.A.

RV:sic
08-101016\INV LTRS\#11-033110

RECEIVED BY: _____ TIME: _____

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AI-20698

9.D.

**Requesting Approval for 1 Yr Extension with Sears Commercial for the Hidalgo County Community Service Agency
CC CONSENT**

Date: 04/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Authority to exercise the additional one (1) year extension option as provided under current contract for "Replacement of Refrigerators" for Hidalgo County Community Service Agency, under the same rates, terms, and conditions with Sears Commercial. E-09-135-02-24 Effective: 04/23/10-04/22/11

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available through Texas Dept of Housing and Community Affairs

Attachments

Link: [Extension Letter](#)
Link: [Current Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:18 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 03:45 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Rocio Villarreal			Started On: 04/07/2010 04:14 PM	
Final Approval Date: 04/09/2010				



PURCHASING DEPARTMENT
County Of Hidalgo

April 7, 2010

Sears Commercial
Ms. Gail Cairnie, Account Manager
6216 Clarion Drive
Austin, Texas 78749

Via Email: gcairni@searshc.com

Re: C-08-063-04-22-Replacement of Refrigerators for Hidalgo County Community Service Agency

Dear Ms. Cairnie:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 13, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, April 8, 2010, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

- J.**
- 1. Requesting authority to exercise the option to renew contract for an additional six (6) months term as provided in the current contract for "CRS-2-Emulsified Asphalt-Hidalgo County" under the same rates, terms and conditions for C-08-324-10-14-CRS-2-Emulsified Asphalt-Hidalgo County with Ergon Asphalt & Emulsions, Inc.;**
 - 2. Requesting authority to exercise the option to renew contract the one (1) additional year under the same rates, terms and conditions provided in the current contract for "C-07-008-04-17-Lease Of Space-WIC Clinic-La Joya" with Felix Alaniz, Jr.;**
 - 3. Requesting authority to exercise the option to renew contract for one (1) additional year under the same rates, terms and conditions as provided in the current contract for "0-08-063-04-22-Hidalgo County Community Service Agency-Replacement Of Refrigerators" with Sears Commercial.**
- K.** **Approval of Request for Payment on invoice no. 09025 in the amount of \$24463.69 for "Brushline Rd (Mile 7 & 8)" as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.**
- L.** **Approval of Request for Payment No. 1 in the amount of \$20,369.71, from V-A architecture, contracted architect for "New Pct. 2 Administration Office and other County Offices for the Hidalgo County Pct. 2." C-09-037-01-13**
- M.**
- 1. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendor for purchases on as "AS NEEDED BASIS" through our membership/Participation with the Texas Association School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:**

Vendor	Contract Description	Contract #
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.
 - 2. Requesting authority for Hidalgo County to purchase awards, trophies & personal recognitions through the County's membership/participation with TASB-Buyboard Cooperative purchasing program awarded vendor Safeguard Universal #266-07 for the Sheriffs Department through the following requisition numbers;**
 - a. 148355 in the amount of \$6,015.00**
 - b. 149268 in the amount of \$ 807.00**
 - c. 149281 in the amount of \$ 525.00 Total \$7,347.00**
 - 3. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource through the following awarded vendor Hewlett-Packard**
Company contract #DIR-SDD-223 for the Constable Pct. #4, requisition #149204 for the total amount of \$5,845.00;

**Renewal/Extension-Various Contracts
CC CONSENT**

Date: 02/24/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

A. Requesting authority to exercise the option to renew contract for an additional six (6) months term as provided in the current contract for "CRS-2-Emulsified Asphalt-Hidalgo County" under the same rates, terms and conditions for C-08-324-10-14-CRS-2-Emulsified Asphalt-Hidalgo County with Ergon Asphalt & Emulsions, Inc.;

B. Requesting authority to exercise the option to renew contract the one (1) additional year under the same rates, terms and conditions provided in the current contract for "C-07-008-04-17-Lease Of Space-WIC Clinic-La Joya" with Felix Alaniz, Jr.;

C. Requesting authority to exercise the option to renew contract for one (1) additional year under the same rates, terms and conditions as provided in the current contract for "C-08-063-04-22-Hidalgo County Community Service Agency-Replacement Of Refrigerators" with Sears Commercial.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Item A.: Available Balance as of 2-19-09 \$198,912.00.

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Item B: Available Balance as of 2-19-09 \$117,590.70.

FISCAL YEAR: 2009 ACCT. #: CSA Funds
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Item C: As per original documentation, as per Thelma Vasquez, Program Specialist, all funding will be through Hidalgo County Community Service Agency.

Attachments

Link: [Ergon Asphalt Documentation](#)

Link: [Feliza Alaniz, Jr. Documentation](#)

Link: [Sear Documentation](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
		(Originator)	Vangie Garcia	02/18/2009 02:00 PM	CREATED
1		Purchasing Department	Marty Salazar	02/19/2009 11:17 AM	APRV
2		Budget & Management	Veronica Lopez	02/19/2009 11:22 AM	APRV
3		Ivan Cantu	Ivan Cantu	02/19/2009 01:13 PM	APRV
4		Auditor's Office			NEW
Form Started By: Vangie Garcia				Started On: 02/18/2009 02:00 PM	

February 19, 2009

Sear: Commercial
Ms. Gail Cairnie, Account Manager
6216 Clarion Drive
Austin, Texas 78749

Via Email: gcairni@searshc.com

Re: *Renewal/Extension-C-08-063-04-22*
Hidalgo County Community Service Agency-Replacement Of Refrigerators

Dear Ms. Cairnie:

Hidalgo County Commissioners' Court will be requesting permission at the regular meeting on, Tuesday, February 24, 2009 to exercise the option to renew the contract for one (1) year increment term as provided in the above-referenced contract for "Hidalgo County Community Service Agency-Replacement Of Refrigerators", under the same rates, terms and conditions. Renewal/Extension date effective as of April 23, 2009 terminating, April 22, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, February 20, 2009, 10:00 A.M., (or sooner if possible), via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Please remit immediately an updated "Certificate Of Insurance" for the one provided in the original proposal has expired since 08/01/08, in order to be in compliance. Hidalgo County's address has also changed, it is: 2802 S. Business Hwy. 281, New Administration Building, Edinburg, Texas. This is the address that will need to be inserted under the "additional insured" column of the "Certificate Of Insurance".

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Sal M Carmi

Date: 02-20-09

Sincerely,
Vergie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-063-04-22**

THIS CONTRACT is made and entered into this **22nd** day of **April, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Sears Holdings Corporation d/b/a Sears Roebuck and Company**.

WHEREAS, Company responded to advertised notices for bids for **"Replacement of Refrigerators"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of Hidalgo 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 within the **Hidalgo County Community Service Agency** of Hidalgo County, Texas, 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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning on **April 22, 2008** and end on **April 22, 2009** with the County's option to renew for one(1)year increments for combined period not to exceed a maximum of four (4) years.

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.

4. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "A1" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential

information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "B" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the CEAP program. Company shall fully

cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse. Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:

**Sears Commercial
Gail Cairnie
6216 Clarion Drive
Austin, Texas 787498-9134**

20. 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.

21. 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract.

Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contract terminates.

of this Contract no person having such interest shall be employed or appointed by Company..

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under

an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. 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:

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.

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.

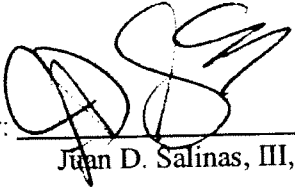
Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration 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.

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

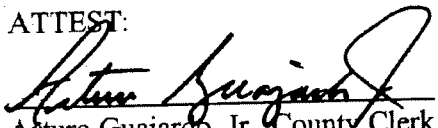
adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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.

WITNESS our hands in duplicate originals this _____ day of _____, 2008

By:  _____
Juan D. Salinas, III, Hidalgo County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

COMPANY: SEARS Commercial
By: Gail Cairnie

Printed Name: GAIL CAIRNIE

Title: Account Manager

Approved on Commissioners' Court April 22, 2008

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

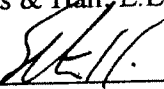
By:  _____

EXHIBIT "A"
SPECIFICATIONS

ATTACHMENT "A"

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"Replacement of Refrigerators"

RFP #2008-063-03-19-OGG

TECHNICAL SPECIFICATIONS

Product information. **Upon being deemed qualified**, proposers shall submit technical specifications for the Refrigerators. Proposer's submission must include warranty information, a 1-800 service number for the use of clients and/or agency staff and **documentation that the proposed product meets minimum efficiency requirements.**

Product Installation-Refrigerators must be installed in designated area. Installation must include new refrigerator, removal and disposal of original unit. Refrigerator must be operable in order to be considered installed. Freon must be recovered from original unit according to Federal and/or State code.

Refrigerators must meet Energy Star Rating standards

- 15 cubic ft. – less than or equal to 356 kWh yearly usage
- 17 cubic ft. - less than or equal to 391 kWh yearly usage
- 18 cubic ft. - less than or equal to 407 kWh yearly usage
- 21 cubic ft. - less than or equal to 432 kWh yearly usage

Complete installation is required.

Any additional charges must be authorized by CHCSA before contractor can proceed.

Price should include complete installation, removal and disposal of original unit



Right Hinge Selection, Non-Ice	
White (Left Hinge)	46-60532 (46-60537)
Bisque	46-60534
Interior Capacities	
Total Volume (cu. ft.)	14.8
Refrigerator Volume (cu. ft.)	11.0
Freezer Volume (cu. ft.)	3.8
Refrigerator Features	
Total Interior Shelves	3
Adjustable Shelves	2 Wire
Slide-Out Shelves	2
Fruit/Vegetable Crisper	2
Total Door Shelves/Bins	2 1/2
Gallon Door Storage	1
Covered Dairy Bin	•
Refrigerator Lights	•
Freezer Features	
Optional Ice Maker Kit (Non-Ice)	46-8087
Interior Shelves	1 Half-Width
Freezer Door Shelves/Baskets/Bins	2
Frost-Free	•
Ice Cube Tray	2

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	White
Door Handles	Reach-Thru
Reversible Doors	•
Textured Steel Doors & Cabinet	•
ENERGY STAR® Qualified	•
Est. Energy Consumption (kWh/yr.)	376
Est. Yearly Operating Cost**	\$34
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	175

Warranty
 1-Year Limited Warranty – Entire Appliance **Parts & Labor**

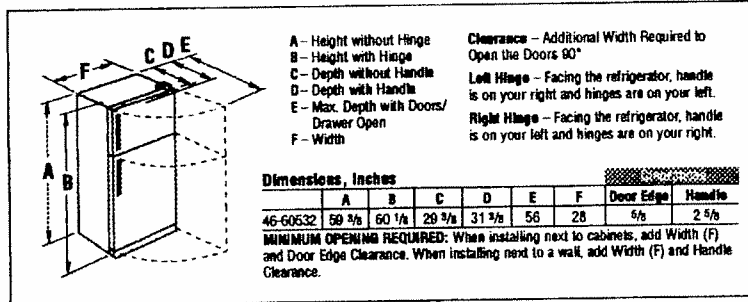
If used for other than private family purposes, warranty applies for only 90 days.

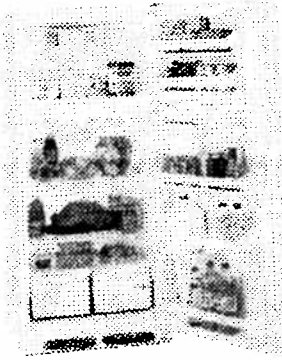
**All energy \$/Yr. figures are calculated at the national average cost of \$0.0906/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2006 standard. Dollar amounts may differ.

Shipped Right (Left) Hinge

Non-Ice Maker
 46-60532 (46-60537) – White
 46-60534 – Bisque

- 28" W x 60 1/8" H x 31 3/8" D
- Accepts optional automatic ice maker (kit #46-8087)
- 2 fruit/vegetable crispers
- 2 adjustable wire shelves
- 2 1/2 door storage shelves (1 gallon)
- Reach-thru handles
- Textured steel cabinet and reversible doors
- ENERGY STAR qualified





Right Hinge Selection, Non-Ice	
White (Left Hinge)	46-60732 (46-60737)
Bisque (Left Hinge)	46-60734 (46-60738)
Interior Capacities	
Total Volume (cu. ft.)	16.5
Refrigerator Volume (cu. ft.)	12.8
Freezer Volume (cu. ft.)	3.7
Refrigerator Features	
Total Interior Shelves	3
Adjustable Shelves	2 Wire
Slide-Out Shelves	2
Fruit/Vegetable Crisper	2
Total Door Shelves/Bins	3
Gallon Door Storage	1
Covered Dairy Bin	•
Refrigerator Lights	•
Freezer Features	
Optional Ice Maker Kit (Non-Ice)	46-8087
Interior Shelves	1 Half-Width
Freezer Door Shelves/Baskets/Bins	2
Frost-Free	•

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	White
Door Handles	Reach-Thru
Reversible Doors	•
Textured Steel Doors & Cabinet	•*
ENERGY STAR® Qualified	•
Est. Energy Consumption (kWh/yr.)	391
Est. Yearly Operating Cost**	\$35
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	190
Warranty	
1-Year Limited Warranty - Entire Appliance	Parts & Labor

If used for other than private family purposes, warranty applies for only 90 days.

*Galvanized steel cabinet

**All energy \$/yr. figures are calculated at the national average cost of \$0.0906/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2006 standard. Dollar amounts may differ.

Shipped Right (Left) Hinge

Non-Ice Maker

46-60732 (46-60737) - White
46-60734 (46-60738) - Bisque

- 28" W x 65 1/8" H x 31 3/8" D
- Accepts optional automatic ice maker (kit #46-8087)
- 2 fruit/vegetable crispers
- 2 adjustable, slide-out wire shelves
- 3 door storage shelves (1 gallon)
- Reach-thru handles

A - Height without Hinge
B - Height with Hinge
C - Depth without Handle
D - Depth with Handle
E - Max. Depth with Doors/Drawer Open
F - Width

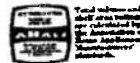
Clearance - Additional Width Required to Open the Doors 90°
Left Hinge - Facing the refrigerator, handle is on your right and hinges are on your left.
Right Hinge - Facing the refrigerator, handle is on your left and hinges are on your right.

Dimensions, Inches							
	A	B	C	D	E	F	Door Edge Handle
46-60732	64 3/8	65 1/8	29 3/4	31 3/8	56	28	5/8 2 5/8

MINIMUM OPENING REQUIRED: When installing next to cabinets, add Width (F) and Door Edge Clearance. When installing next to a wall, add Width (F) and Handle Clearance.

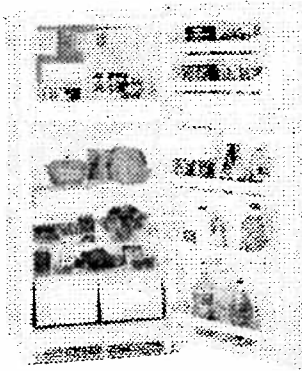


Because of our continuous program of product improvement, Sears reserves the right to change materials and specifications without notice. Consult installation instructions packed with the product for final dimensional data. For complete warranty information, contact your local Sears Contract Sales Account Manager.



46-6073X.PDF

Effective 09/05/06
Rev. 1



Right Hinge Selection, Non-Ice	
White	46-60892
Bisque	46-60894
Interior Capacities	
Total Volume (cu. ft.)	18.2
Refrigerator Volume (cu. ft.)	14.1
Freezer Volume (cu. ft.)	4.1
Refrigerator Features	
Total Interior Shelves	3
Adjustable Shelves	2 Wire
Slide-Out Shelves	2
Snack/Deli Drawer	1
Fruit/Vegetable Crisper	2
Total Door Shelves/Bins	3
Gallon Door Storage	1
Covered Dairy Bin	*
Refrigerator Lights	*
Freezer Features	
Optional Ice Maker Kit (Non-Ice)	46-8087
Interior Shelves	1 Half-Width
Freezer Door Shelves/Baskets/Bins	2
Frost-Free	*

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	White
Door Handles	Reach-Thru
Reversible Doors	*
Textured Steel Doors & Cabinet	*
Adjustable Front Rollers	*
ENERGY STAR® Qualified	*
Est. Energy Consumption (kWh/yr.)	407
Est. Yearly Operating Cost**	\$37
Volts/Amps	115/4.5
Shipping Weight (Approx. Lbs.)	205

Warranty	
1-Year Limited Warranty – Entire Appliance	Parts & Labor

If used for other than private family purposes, warranty applies for only 90 days.

**All energy \$/Yr. figures are calculated at the national average cost of \$0.0906/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2006 standard. Dollar amounts may differ.

Non-Ice Maker
46-60892 – White
46-60894 – Bisque

- 29 5/8" W x 66 1/8" H x 31 7/8" D
- Accepts optional automatic ice maker (kit #46-8087)
- 2 fruit/vegetable crispers
- 2 adjustable, slide-out wire shelves
- 3 door storage shelves (1 gallon)
- Adjustable rollers
- Textured steel cabinet and reversible doors
- ENERGY STAR qualified

A – Height without Hinge
B – Height with Hinge
C – Depth without Handle
D – Depth with Handle
E – Max. Depth with Doors/Drawer Open
F – Width

Clearance – Additional Width Required to Open the Doors 90°
Left Hinge – Facing the refrigerator, handle is on your right and hinges are on your left.
Right Hinge – Facing the refrigerator, handle is on your left and hinges are on your right.

Dimensions, Inches							
	A	B	C	D	E	F	Door Edge Handle
46-60892	65 1/8	66 1/8	29 7/8	31 7/8	58 1/8	29 5/8	5/8 2 5/8

MINIMUM OPENING REQUIRED: When installing next to cabinets, add Width (F) and Door Edge Clearance. When installing next to a wall, add Width (F) and Handle Clearance.

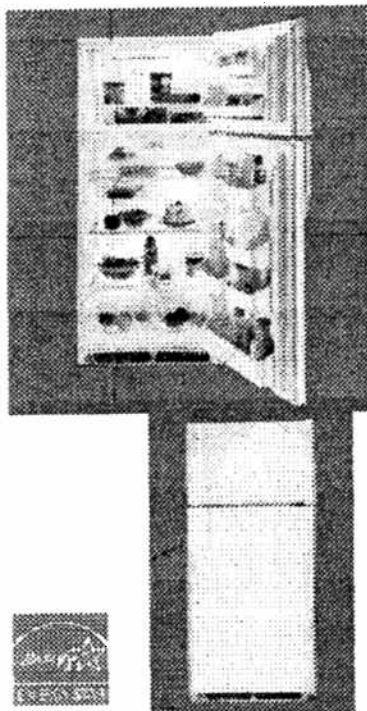
16408



Because of our continuous program of product improvement, Sears reserves the right to change materials and specifications without notice. Consult installation instructions packed with the product for final dimensional data. For complete warranty information, contact your local Sears Contract Sales Account Manager.



46-6089X PDF
 Effective 09/05/06
 Rev. 1



Right Hinge Selection, Factory Ice	
White	46-77172
Stainless (Left Hinge)	46-77173 (46-77170)
Bisque	46-77174
Black	46-77179
Right Hinge Selection, Non-Ice	
White	46-67172
Stainless (Left Hinge)	46-67173 (46-67170)
Bisque	46-67174
Black	46-67179
Interior Capacities	
Total Volume (cu. ft.)	20.6
Refrigerator Volume (cu. ft.)	15.3
Freezer Volume (cu. ft.)	5.3
Refrigerator Features	
Total Interior Shelves	5 Glass
Spill Proof Glass Shelves	4
Adjustable Shelves	4
Slide-Out Shelves	2
Snack/Deli Drawer	1
Fruit/Vegetable Crisper	2 Humidity
Total Door Shelves/Bins	5 (4 Adjustable)
Gallon Door Storage	4 Adjustable
Dairy Bin	●
Refrigerator Light	1
Freezer Features	
Factory-Installed Ice Maker	●
Interior Shelves	1 Adjustable
Freezer Door Shelves/Baskets/Bins	2
Defrost	Frost-Free

General Features	
Up-Front Temperature Controls	Dial
Drawer/Bin Color & Accents	Clear
Door Handles	Reach-Thru
Reversible Doors	●†
Textured Steel Doors & Cabinet	Rounded Doors**
Accepts Designer Frame & Panel Kits	●
Adjustable Front Rollers	●
ENERGY STAR® Qualified	●
Est. Energy Consumption (kWh/yr.)	432
Est. Yearly Operating Cost*	\$36
Volts/Amperes	115/4.5
Shipping Weight (Approx. Lbs.)	220

Warranty
 1-Year Limited Warranty – Entire Appliance
 Parts & Labor

†Used for other than private family purposes, warranty applies for only 90 days.

‡Stainless model has a unique model number for left hinge
 *All energy \$/Yr. figures are calculated at the national average cost of \$0.0829/kWh. Energy rebates are offered and paid by the energy supplier in states where such programs exist. Criterion is based on percentage of energy efficiency attained beyond the 2002 standard. Dollar amounts may differ.

**Stainless model doors are smooth finish

Shipped Right (Left) Hinge

Factory Ice Maker

- 46-77172 – White
- 46-77173 (46-77170) – Stainless
- 46-77174 – Bisque
- 46-77179 – Black

- ✦ Factory-installed automatic ice maker
- ✦ 2 humidity-controlled crispers
- ✦ 5 tempered glass shelves (4 adjustable, spill proof, 2 slide-out)
- ✦ 5 door storage bins (4 adjustable gallon)

Non-Ice Maker

- 46-67172 – White
- 46-67173 (46-67170) – Stainless
- 46-67174 – Bisque
- 46-67179 – Black

Similar to 46-77172; accepts optional automatic ice maker (Kit #46-8087)

Drawer	Cabinet	Doors	Handles	Vent
White	White	White	White	White
Stainless	Black	Stainless	Black	Black
Bisque	Bisque	Bisque	Bisque	Bisque
Black	Black	Black	Black	Black

A – Height without Hinge
B – Height with Hinge
C – Depth without Handle
D – Depth with Handle
E – Max. Depth with Doors/Drawer Open
F – Width

Clearance – Additional Width Required to Open the Doors 90°

Left Hinge – Facing the refrigerator, handle is on your right and hinges are on your left.

Right Hinge – Facing the refrigerator, handle is on your left and hinges are on your right.

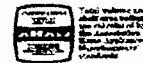
Dimensions (In.)	HEIGHT		DEPTH			WIDTH		CLEARANCES	
	A	B	C	D	E	F	Door Edge	Handle	
46-77172/46-67172	68 1/4	69	31 3/4	33 3/4	60	29 5/8	1/2	2 1/2	

MINIMUM OPENING REQUIRED: When installing next to cabinets, add Width (F) and Door Edge Clearance. When installing next to a wall, add Width (F) and Handle Clearance.

07100



Because of our continuous program of product improvement, Sears reserves the right to change materials and specifications without notice. Consult installation instructions packed with the product for final dimensional data. For complete warranty information, contact your local Sears Contract Sales Account Manager.



46-7717X.PDF
 Effective 05/31/06
 Rev. 1

**EXHIBIT “A1”
FEE SCHEDULE**

ATTACHMENT "A-1"
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
 "Replacement of Refrigerators"
 RFP #2008-063-03-19-OGG
PROPOSAL WORK SHEET
 (Section A)

Appliance	Materials	Labor	Total	Quantity*	Grand Total
<u>Refrigerator</u>					
Install 15 cubic ft.	\$ <u>440⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>525⁰⁰</u>	X	10 = \$ <u>5,250⁰⁰</u>
Install 17 cubic ft.	\$ <u>445⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>530⁰⁰</u>	X	10 = \$ <u>5,300⁰⁰</u>
Install 18 cubic ft.	\$ <u>460⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>545⁰⁰</u>	X	125 = \$ <u>68,125⁰⁰</u>
Install 21 cubic ft.	\$ <u>525⁰⁰</u>	\$ <u>85⁰⁰</u>	\$ <u>610⁰⁰</u>	X	25 = \$ <u>15,250⁰⁰</u>

QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Material \$ _____ Labor \$ _____ Total \$ _____ Grand Total \$ 93,925⁰⁰

PLEASE ENSURE TOTALS ARE CORRECT

ATTACHMENT "A-2"

HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"Replacement of Refrigerators"
RFP #2008-063-03-19-OGG

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Refrigerators
Item #1-4

Section A Grand Total \$ 93,925⁰⁰

Total Price Section A Grand Total \$ 93,925⁰⁰
(Please ensure total is correct!)

These prices are quoted for Hidalgo County, CHCSA's service area.

Company Name: SEARS Commercial

Proposers Name: GAIL Cairnie
(Please print name)

Date: 03-10-08

Proposers Signature: Gail Cairnie

**EXHIBIT “B”
INSURANCE**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE (866) 283-7122 FAX (847) 953-5390

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
Sears Holdings Corporation
including all subsidiaries
Attn: Risk Management E3-219A
3333 Beverly Road
Hoffman Estates IL 60179 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	Self-Insured Retention	0065AL
INSURER D:	National Union Fire Ins Co of Pittsburgh	19445
INSURER E:		

COVERAGES *SIR applies per terms and conditions of the policy*

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Self Insured	08/01/08	08/01/09	EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
						Self Insured Retention	\$5,000,000
A	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	ISAH08247274 ISAH08247316	08/01/08 08/01/08	08/01/09 08/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
D		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	6081822	08/01/08	08/01/09	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
A	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLR42847938 California	08/01/08	08/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A	SCFC42847975 Wisconsin		08/01/08	08/01/09	E.L. EACH ACCIDENT	\$5,000,000	
B	WLR42847859 All other States		08/01/08	08/01/09	E.L. DISEASE-EA EMPLOYEE	\$5,000,000	
						E.L. DISEASE-POLICY LIMIT	\$5,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Contract, Unit No. 4299.

CERTIFICATE HOLDER
 Hildago County Community Service Agency
 2802 S. Business Hwy. 281
 New Administration Building
 Edinburg TX 78539 USA

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
Aon Risk Services Central, Inc.

Holder Identifier: 570033043667 Certificate No: 570033043667



AI-20697

9.E.

**REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS
CC CONSENT**

Date: 04/13/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise Request for Proposals (RFP) with approval of procurement packet (i.e. legal notice, draft contract & specifications/requirements, etc.) as requested by Hidalgo County Community Services Agency. RFP No. 2010-156-05-05

BACKGROUND

Proposed Ad dates:

1st ad: Saturday, April 17, 2010
2nd ad: Wednesday, April 21, 2010
3rd ad: Saturday, April 24, 2010

Bid Opening Date: May 05, 2010

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
FUNDS AVAILABLE THROUGH: TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

Attachments

Link: [draft contract](#)
Link: [draft specs](#)
Link: [legal notice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 03:38 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 03:46 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 03:47 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Olga Montero

Started On: 04/07/2010 04:13
PM

Final Approval Date: 04/09/2010

DRAFT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-10-156-00-00**

THIS CONTRACT is made and entered into this _____ day of _____, 2010 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and . ("Company") a Corporation.

WHEREAS, Company responded to advertised notices for proposals for **“Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems”** (the “Services”) for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit “A” respectively and incorporated herein for all purposes (the “Specifications”); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “ A” Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the County of Hidalgo Community Service Agency of Hidalgo County, Texas, 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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on _____, 2010 and end on _____, 2011 with the County's option to extend the contract for three (3) additional one (1) year terms.

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. 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.

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) 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.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:

20. 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.

21. This Contract 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contract terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of \$2,000 for construction or repair must comply with the Copland “anti-kickback” Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the “Act”). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "F" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

WITNESS our hands in duplicate originals this ____ day of _____,
2010.

By: _____

Rene A. Ramirez, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court _____

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

By: _____

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

**SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS**

CHCSA is seeking at a minimum of one (1) primary and one (1) secondary qualified contractor to provide services to Repair, Replacement and Retrofit of HVAC Systems in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of four years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all products/services specified in this proposal shall be made to the address shown on each individual service request. Such address shall be the home occupied by an eligible CEAP program participant residing anywhere within the service area.

Delivery of all products/service specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event an eligible program participant is unavailable for service delivery scheduling (which instances must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or service provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made 30 to 60 days from date of service and agency approval.

All installations, repairs, disposals and any other service provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposer shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All installations, repairs, and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date. Compressors for Central AC systems shall be warranted for a minimum period of three years.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. non-functioning heaters in winter or nonfunctioning AC's in summer and elderly or infirm clients residing in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

HVAC assessments, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The assessment of existing heating/cooling appliances (including heating/cooling appliance efficiency and heating appliance safety) and identification of eligible HVAC retrofit measures must be documented and submitted for agency review and approval. Proposer must complete a HVAC assessment form (see example Appendix 1 to this solicitation) for each HVAC assessment conducted pursuant to this solicitation. Heat Load Calculation (approved by CHCSA) may be requested on a case by case basis.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems Proposal No. 2010-156-05-05-otm

ENTIRE SCOPE OF THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM REPLACEMENT, REPAIR OR RETROFIT OF HEATING/COOLING SYSTEMS (Informational Purposes Only)

The Replacement, Repair, and Retrofit of Heating and Cooling Systems component of CEAP stands alone and does not require that the client already received other CEAP assistance. This program component gives CEAP flexibility in addressing a household's energy needs while at the same time reducing its energy burden.

This component remains subject to all eligibility requirements that apply to other CEAP components. The Heating/Cooling component should help clients achieve energy self-sufficiency by addressing inefficient heating and cooling appliances. Inefficient home appliances consume great amounts of energy and increase energy burden. Inordinately high energy bills during the heating or cooling season would indicate the need for an assessment of the condition of all major heating and cooling appliances in the client's home. The retrofit, repair, or replacement of a heating/cooling appliance must cost no more than the energy saved and must result in a reduction of energy consumption. Heating and cooling appliances may include water heaters and refrigerators and shall be considered in the assessment of condition and efficiency of all household appliances. Propane tanks may be considered when propane is used for heating.

Any replacement, repair, or retrofit must be based on need, i.e., an energy assessment of all major heating/cooling appliances has determined that the retrofit, repair, or replacement of a heating/cooling appliance will result in a reduction of energy consumption. Subrecipients shall give priority to appliances with the highest energy usage. The Program allows replacement of evaporative coolers with refrigerated air only for medical reasons. Subrecipients must replace appliances with Energy Star® rated equipment or must meet Texas Department of Energy Weatherization Assistance Program minimum energy efficiency ratings and standards if Energy Star® is not available. If estimated repair cost exceeds 60 percent or more of estimated replacement cost, a replacement unit shall be installed.

The Replacement, Repair, or Retrofit of Heating and Cooling Systems component uses the same eligibility criteria as other CEAP components. Energy efficiency assessments of central heating/cooling systems must be conducted by either a licensed HVAC professional or Weatherization assessor/ auditor approved to use the EASY Audit and holding a current HVAC license. The EASY Audit may be used in conjunction with the efficiency evaluation. Documentation of the assessment results must be placed in the client files. Energy efficiency assessments of window units, evaporative coolers, space heaters, water heaters and refrigerators may be conducted by trained agency staff. Documentation of the assessment results must be placed in the client files. In contracting out for the service, the subrecipient must follow the General Policy Issuance #02-10.2 for procuring goods and services.

The services may include cleaning, tuning, and evaluation of systems, repair and replacement of existing components, and replacement of inefficient systems including:

- Water heaters;
- Refrigerators (In order to ensure energy savings, TDHCA generally recommends refrigerators with freezer on top, no through-the-door ice dispenser, and a 22 cubic feet volume limit.);
- Cooling systems (including duct systems), such as central air conditioners, window air conditioners, and evaporative coolers; and
- Heating systems, such as central/wall/floor furnaces, space heaters, wood burning stoves.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems Proposal No. 2010-156-05-05-otm

ENTIRE SCOPE OF THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM REPLACEMENT, REPAIR OR RETROFIT OF HEATING/COOLING SYSTEMS (Informational Purposes Only)

Heating system assessments must measure carbon monoxide output for all combustion appliances located in conditioned spaces.

Energy assessments should include, at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

- Type of appliance
- Fuel used
- Size of appliance
- Age of appliance
- Input/Output BTU
- Efficiency rating
- Location of appliance
- Condition
- Size of room where appliance is used
- Recommendation

All repairs, retrofits or replacements must be performed to meet all local codes (use Council of American Building Officials (CABO) when no code exists). Replacement appliances must meet Department prescribed minimum energy efficiency standards or better. For most appliances, the Energy Star® label (conferred under standards established by the U.S. Department of Energy and the Environmental Protection Agency) indicates the high efficiency standard. To find the most current Energy Star appliance ratings, visit the web site: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.

- Central Heat Systems: Gas or Electric
- Central Air Conditioners
- Whole House Window/Through Wall Conditioners (220 volt)
- Room Air Conditioners (120 volts)
- Water Heaters

No Energy Star® standard exists for these two appliance types:

- Wall/Floor Furnaces and Vented Space Heaters:
Gas (only) AFUE* = .80
- Unvented Space Heaters must have a factory installed Oxygen Depletion Sensor System with automatic shutoff. Repair, replacement, or retrofit must reduce CO levels to 25 ppm or less.
Gas (only) AFUE = .92
- Kerosene space heaters shall not be allowed.
- Only in Crisis situations and only as a last resort should subrecipients provide electric space heaters to clients.

*AFUE – Annual Fuel Utilization Efficiency

State Contract Purchases – Available and Recommended

As agencies contracted to perform State business, LIHEAP subrecipients may use State purchase contract vendors to procure heating, ventilating, and air conditioning (HVAC) equipment for LIHEAP program clients. Visit the Texas Building and Procurement Commission web site to check for available vendors -- http://www.tbpc.state.tx.us/cat_page/cat_031_a1_0403.html.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

**ENTIRE SCOPE OF THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
REPLACEMENT, REPAIR OR RETROFIT OF HEATING/COOLING SYSTEMS
(Informational Purposes Only)**

The State of Texas conducts competitive solicitations to identify equipment and material vendors to provide specified merchandise at discounted prices to State agencies and their contracted agents. Unless a local vendor is identified through a competitive solicitation that will provide equal or better materials and services at the same price or less, subrecipients must purchase any equipment, materials, or services paid for with LIHEAP funds from a vendor participating in the Texas Building and Procurement Commission's Cooperative Purchasing Program.

TDHCA identified Sears Contract Sales for a special state purchase program. Sears provides 18 cubic foot Energy Star® rated refrigerators delivered, installed, and old refrigerators removed and recycled for \$505. In order to use this Sears vendor agreement, a State contractor must order at least 10 refrigerators at a time. Other sizes may be available at the same price. Unless a local vendor is identified through a competitive solicitation that will provide equal or better materials and services at the same price or less, subrecipients should purchase any refrigerators paid for with LIHEAP funds from the Sears vendor, Gail Cairnie #3845, Sears Contract Sales, Central Property Management, Office: (512) 258-2553; cell: (512) 762-1892; or fax: (512) 288-3255.

To purchase from the State's Cooperative Purchasing Division, please contact:

Texas Building and Procurement Commission Attn: Cooperative Purchasing Program 1711 San Jacinto Austin, TX 78701 http://www.tbpc.state.tx.us/stpurch/coopmain.html	Cooperative Purchasing Program Texas Building and Procurement Commission (512) 463-3368 P.O. Box 13047 Austin, TX 78711-3047
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Participants must pay an annual fee of \$100, allowed by CEAP as an "Administrative" expense. By using the Cooperative Purchasing Division, a subrecipient does not have to competitively solicit for materials purchased; only the labor costs need be solicited.

In order to fulfill the program goals of energy conservation and reducing energy burden, all old appliances that have been replaced must be removed from the home and disposed of in compliance with all state and federal regulations. When heating and cooling appliances, water heater appliances, and refrigerators are replaced, the client must surrender the old unit for disposal. With all units removed, subrecipient must render units inoperable and disposed of in compliance with all applicable federal, state, and local requirements. All unvented space heaters replaced must be rendered unusable and irreparable.

All existing refrigerators in single or multi-family households must undergo either metered testing or bear a manufactured date inscription of 1993 or earlier. Results of meter testing must demonstrate a minimum estimated annual energy consumption of 1250 kWh for the client to be eligible for refrigerator replacement with an energy efficient refrigerator. Replacement refrigerators must bear the Energy Star® label. The program allows only one refrigerator per eligible household. Subrecipient must maintain documentation in the client file of the metering results (or appliance age), kilowatt per hour (kWh) usage of the new refrigerator, and the total cost – including installation of the new refrigerator and disposal of old appliance.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

**ENTIRE SCOPE OF THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
REPLACEMENT, REPAIR OR RETROFIT OF HEATING/COOLING SYSTEMS
(Informational Purposes Only)**

When the client rents, the subrecipient may assign ownership of the new appliance either to the tenant or the landlord. If assigned to the tenant, the subrecipient must document by a written statement signed by the landlord that the appliance is owned by the client (tenant) and that the landlord relinquishes any claims to the appliance. If assigned to the landlord, the subrecipient must obtain written agreement from the landlord that the housing unit served by the appliance will remain available only to low-income tenants. Subrecipient must maintain documentation of the transaction in the client file in either case.

Real benefits to the household are based on the energy efficiency needs of the dwelling, as determined by an appliance energy assessment.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling
Proposal No. 2010-156-05-05-otm

MINIMUM STANDARDS

HEATING SYSTEMS

Central Heaters
(Gas/electric)

Must be assessed by a HVAC professional
Replacement must be Energy Star Rated

All existing gas or propane systems must be tested for Carbon Monoxide output during the assessment phase

COOLING SYSTEMS

Central Air

Must be assessed by a HVAC professional
Replacement must be Energy Star Rated

DUCT SYSTEMS

Must be assessed by a HVAC professional
Must be repaired where feasible
Minimum of R8 insulation rating

**ASSESSMENT OF APPLIANCE(S) MUST BE THOROUGH,
ASSESSMENT FORM MUST BE COMPLETED AND MUST INCLUDE PICTURES OF THE
APPLIANCE(S) ASSESSED INCLUDING DUCT SYSTEMS**

WHEN HEATING AND/OR COOLING APPLIANCES ARE REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE STATE AND FEDERAL LAWS. CONTRACTOR MUST REMOVE ALL HEATING AND/OR COOLING APPLIANCES FROM THE CLIENTS' HOME AND DESTROY BEYOND REPAIR.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:

- 1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.
- 2) Must not accept any gifts, monetary or otherwise, from clients.
- 3) Will accept CHCSA purchase order as authorization and obligation of payment and only for the amount stated on the purchase order.
- 4) Will not alter the amount on purchase order without the prior approval from CHCSA.
- 5) Will be responsible for any damage occurring to central heating and/or cooling units after it is pickup from the proper vendor.
- 6) Will be responsible for any loss or theft occurring to the central heating and/or cooling units after it is picked up from the proper vendor.
- 7) Will test outlet for any potential electrical problem(s) that deem it unsafe and notify CHCSA of the problem.
- 8) Will install central heating and/or cooling systems in location determined by CHCSA.
- 9) Will submit CHCSA document(s) with client signature where required.
- 10) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:
 - A) Name and address of vendor
 - B) Name and signature of client
 - C) Date(s) work was performed
 - D) Detail description of work performed and associated cost
 - E) CHCSA purchase order number
 - F) Billing total amount

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling
Proposal No. 2010-156-05-05-otm

- 11) Direct all purchase orders to include billings/invoices and complete assessment forms (including pictures) to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the purchase order.
- 12) Submittal of purchase orders will be at contractor's discretion, keeping in mind that work must be completed within 10 days as of date of purchase order.
- 13) Payment will be made to contractor approximately thirty (30) to sixty (60) days after receipt of purchase order at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed, CHCSA will not issue purchase orders unless it has a contractual amount to cover said amount.
- 14) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).
- 15) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.

Authorized Representative Signature

Date

Print Name of Authorized Representative

Title of Authorized Representative

Telephone number

Name of Contact Person

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, bidders technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in each area above will be deemed qualified for evaluation of prices as submitted.

III.	Material and Labor Price	40	Points
<hr/>			
	Total Possible Points	100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

Lowest proposal price	÷	proposal price	X 40	=	points awarded
Example \$1000	÷	\$1200 = .834	X 40	=	33.36

Note: A contract will be awarded to the most qualified proposer(s) whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: _____

I. INTEGRITY- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

*The following questions that will be asked when we contact the references.
2.5 points have been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.*

- Q.1. Do they honor their prices?*
- Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?*
- Q.3. Would you characterize this vendor as honest, fair and responsible?*

Reference 1

Name: _____

Address: _____

Company: _____ Phone # _____

Corporate Phone # _____ Corporate Fax # _____

Reference 2

Name: _____

Address: _____

Company: _____ Phone # _____

Corporate Phone# _____ Corporate Fax # _____

EXHIBIT "C" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling
Proposal No. 2010-156-05-05-otm

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: _____

II. FINANCIAL RESOURCES- Please answer the following questions.

*2.5 points have been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.*

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

YES NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.

B. Will you hold material until we are ready to pick-up/install?

YES NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

YES NO

D. Are there any liens against your firm/company?

YES NO

E. Are there any lawsuits against your firm/company?

YES NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

YES NO

If yes, describe the nature of the complaint and its resolution.

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: _____

I. TECHNICAL KNOWLEDGE _List two work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

- | | |
|--|---|
| Assessing heating and cooling systems including duct systems | Repair or installing duct systems |
| Installing central heating and cooling units | Repair of central heating and cooling systems |

The following questions will be asked when we contact the references. 2 points has been assigned to each question, only favorable response will receive points. 24 points maximum may be received.

- 1) *Is the quality of work of this firm or person satisfactory or poor? If satisfactory, specify in what way. If not satisfactory, specify in what way.*
- 2) *Has this firm or person been timely in completing projects?*
- 3) *Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?*
- 4) *If the occasion arose, would you subcontract again with this firm or person to do a job for you?*

Reference 1 Name: _____ Phone#: _____
 Address: _____
 Company: _____

Reference 2
Name: _____ Phone#: _____
Address: _____
Company: _____

Reference 3
Name: _____ Phone#: _____
Address: _____
Company: _____

EXHIBIT "D" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling
Proposal No. 2010-156-05-05-otm

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: _____

**II. LENGTH OF EXPERIENCE - 1 point has been assigned for each year
5 points maximum may be received**

State the number of years you have done professional heating and cooling work or general contracting work. _____ years

III. GENERAL - 1 point maximum has been assigned

Are you a minority-owned or women-owned enterprise? _____

EXHIBIT "E"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

A. Labor for Central Heating and Cooling Systems

TECHNICAL SPECIFICATIONS

1. HVAC Assessment. HVAC assessments, if any, completed pursuant to this solicitation must be completed by a licensed HVAC professional. The assessment of existing heating/cooling appliances (including heating/cooling appliance efficiency and heating appliance safety) must be documented and submitted for agency review and approval. A HVAC assessment form (see example Appendix 1 to this solicitation) must be completed for each HVAC assessment conducted pursuant to this solicitation. Assessment must include photograph of appliances and ducts assessed.
2. Room by Room Heat Load Calculation (Manual J or similar (prior approval by CHCSA required) on a per case basis as requested by CHCSA.
3. **Any additional repairs, replacement, size changes must be authorized by CHCSA before contractor can proceed.**
4. No separate mileage charge is permitted, must be included in assessment fee.

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

A1. Assessment

Item	Labor	Quantity*	Grand Total
1. HVAC Assessment Fee/Service Call (Can only be charged if central system receives no services)	\$ _____ X	125	= \$ _____
2. Room by Room Heat Load Calculation (Manual J or equivalent)	\$ _____ X	15	= \$ _____

A2. Labor for Central Heating and Cooling Systems

Appliance	Labor	Quantity*	Grand Total
3. Central Unit AC repair (Labor Only)	\$ _____ X	5	= \$ _____
4. Central Electric Furnace Repair (Labor Only)	\$ _____ X	5	= \$ _____
5. Central Gas Furnace Repair (Labor Only)	\$ _____ X	5	= \$ _____

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A	Total Labor \$ _____	Grand Total \$ _____
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EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

- B. Central Heating and Cooling Systems
- C. Complete Central Heating and Cooling Systems
- D. Cleaning of Central Heating and Cooling Systems

TECHNICAL SPECIFICATIONS

- A. Product information. Proposers shall submit with this proposal technical specifications for HVAC items. Proposer's submission must include warranty information, a 1-800 service number for the use of clients and/or agency staff and **documentation that the proposed product meets minimum efficiency requirements.**
- B. Product Installation-HVAC must be placed to city or local codes. Contractor will be responsible for delivery of the new unit, installation, removing old unit, and recapturing Freon according to code. Proper ventilation must be addressed for combustion units. Installation must include instructions to client as to operation, including lighting instruction, and demonstration. A carbon monoxide test must be conducted and results provided to the Agency for every gas unit installed pursuant to this solicitation.
- C. Equipment must be Energy Star Rated. Stand alone Gas furnaces must meet **AFUE rating of .80**
- D. **Any additional repairs, replacement, size changes must be authorized by CHCSA before contractor can proceed.**
- E. All Duct Repair/Replacement must have a minimum **R8** insulation rating.
- F. Price should include installation of new appliance, removal and disposal of original unit!
- G. Cleaning: Part to be cleaned must be removed, cleaned thoroughly and replaced.
- H. **HVAC Assessment/Service Call** can only be charged if central system receives no services.

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

B. Central Heating and Cooling Systems
 Page 1

Appliance	Materials	Labor	Total	Quantity*	Grand Total
Compressor					
1. Install 1.5 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
2. Install 2 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
3. Install 2.5 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
4. Install 3 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
5. Install 3.5 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
6. Install 4 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
Condensing Unit					
7. Install 1.5 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
8. Install 2 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
9. Install 2.5 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
10. Install 3 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
11. Install 3.5 ton	\$ _____	\$ _____	_____	X 5	= \$ _____
12. Install 4 ton	\$ _____	\$ _____	_____	X 5	= \$ _____

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

B. Central Heating and Cooling Systems

Page 2

Appliance	Materials	Labor	Total	Quantity*	Grand Total
<u>Evaporative Coil</u>					
13. Install 1.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
14. Install 2 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
15. Install 2.5 on	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
16. Install 3 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
17. Install 3.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
18. Install 4 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
<u>Air Handler</u>					
<u>Closet Location</u>					
19. Install 1.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
20. Install 2 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
21. Install 2.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
22. Install 3 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
23. Install 3.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
24. Install 4 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

B. Central Heating and Cooling Systems
 Page 3

Appliance	Materials	Labor	Total	Quantity*	Grand Total
<u>Air Handler (con't)</u>					
<u>Attic Location</u>					
25. Install 1.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
26. Install 2 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
27. Install 2.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
28. Install 3 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
29. Install 3.5 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
30. Install 4 ton	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
<u>Miscellaneous</u>					
31. Install Digital heating/cooling thermostat (Energy Star Rated)	\$ _____	\$ _____	\$ _____	X 10	= \$ _____
32. Electrical Whip for Condenser	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
33. Drip pan for Central System	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
34. Install Condenser pad	\$ _____	\$ _____	\$ _____	X 5	= \$ _____

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

B. Central Heating and Cooling Systems
 Page 4

Appliance	Materials	Labor	Total	Quantity*	Grand Total
35. Install return air grill and new filter	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
36. Install 1.5" duct board ducts (per sheet)	\$ _____	\$ _____	\$ _____	X 10	= \$ _____
37. Duct Repair (Labor Only)		\$ _____	\$ _____	X 10	= \$ _____
38. Mastic (per gallon)	\$ _____	\$ _____	\$ _____	X 10	= \$ _____
39. Metal Duct Tape (per roll) UL-181 2.5 "	\$ _____	\$ _____	\$ _____	X 10	= \$ _____
40. Increase the size of the return air	\$ _____	\$ _____	\$ _____	X 5	= \$ _____
41. Increase size of attic hatch	\$ _____	\$ _____	\$ _____	X 5	= \$ _____

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section B	Material \$ _____	Labor \$ _____	Total \$ _____	Grand Total \$ _____
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EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

C. Complete Central Heating and Cooling Systems

Appliance	Materials	Labor	Total	Quantity*	Grand Total
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The following must include all material and labor to install a COMPLETE central system (duct work or replacement excluded)

All Electric Units

1.	Install 1.5 ton complete Central Unit	\$ _____	X	5	= \$ _____
2.	Install 2 ton complete Central Unit	\$ _____	X	10	= \$ _____
3.	Install 2.5 ton complete Central Unit	\$ _____	X	10	= \$ _____
4.	Install 3 ton complete Central Unit	\$ _____	X	10	= \$ _____
5.	Install 3.5 ton complete Central Unit	\$ _____	X	10	= \$ _____
6.	Install 4 ton complete Central Unit	\$ _____	X	5	= \$ _____

Electric/Gas Furnace unit

7.	Install 1.5 ton complete Central Unit	\$ _____	X	5	= \$ _____
8.	Install 2 ton complete Central Unit	\$ _____	X	5	= \$ _____
9.	Install 2.5 ton complete Central Unit	\$ _____	X	5	= \$ _____
10.	Install 3 ton complete Central Unit	\$ _____	X	5	= \$ _____
11.	Install 3.5 ton complete Central Unit	\$ _____	X	5	= \$ _____
12.	Install 4 ton complete Central Unit	\$ _____	X	5	= \$ _____

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section D	Material \$ _____	Labor \$ _____	Total \$ _____	Grand Total \$ _____
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EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-otm

D. Cleaning of Central Heating and Cooling Systems

Appliance	Material	Labor	Total	Quantity*	Grand Total
<u>Evaporative Coil only</u>					
1. Closet Location		\$ _____	X _____	15	= \$ _____
2. Attic Location		\$ _____	X _____	15	= \$ _____
<u>3. Condensor Coil only</u>					
		\$ _____	X _____	15	= \$ _____
<u>Evaporative Coil and Condensor</u>					
4. Closet Location		\$ _____	X _____	10	= \$ _____
5. Attic Location		\$ _____	X _____	10	= \$ _____
<u>Air Return</u>					
6.. Closet Location		\$ _____	X _____	10	= \$ _____
7.. Attic Location	\$ _____		X _____	10	= \$ _____

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section E	Labor \$ _____	Total \$ _____	Grand Total \$ _____
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EXHIBIT "E" con't

COUNTY OF COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Assessment (Service Call)/Labor Item #1-5	Section A Grand Total \$ _____
Central Heating & Cooling Systems Item #1-41	Section B Grand Total \$ _____
Complete Central Heating & Cooling Units Item # 1-12	Section C Grand Total \$ _____
Cleaning of Central Heating & Cooling Units Item #1-7	Section D Grand Total \$ _____
Total Price	Section A-D Grand Total \$ _____

These prices are quoted for all the following counties in our service area.

Contractor Signature: _____ Date: _____

EXHIBIT "F"

COUNTY OF COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

CERTIFICATION

Contractor and Company Name: Other Company Names or DBA's	
SSN or Employer's Federal ID Number	
Mailing Address:	
Telephone: e-mail	
FAX:	

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Procurement for Proposal package, reviewed the documents, and certify that all work completed will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as individual units are totally completed and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

EXHIBIT "F" con't

COUNTY OF COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Procurement for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period. I further certify that the quoted materials meet the specifications contained in this quotation document and have provided, with this proposal, proof of same.

Contractor's Name (please print)

Contractor's Signature

Date

EXHIBIT "G"

COUNTY OF COMMUNITY SERVICE AGENCY
 Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
 Proposal No. 2010-156-05-05-otm

Selection Criteria For Proposers To Be Utilized

Proposals will be evaluated on the following factors:

- Integrity and Financial Resources
- Technical Knowledge and Experience
- Price

SCORE SHEET

		<u>Possible Points</u>	<u>Earned Points</u>
1).	Exhibit "C"-(Maximum Score 30 Pts)		
	Integrity	15	_____
	Financial Resources	15	_____
2).	Exhibit "D"-(Maximum Score 30 Pts)		
	Technical Knowledge	24	_____
	Length of Experience	5	_____
	General	1	_____
3).	Exhibit "E"-(Maximum Score of 40 Pts)		
	Price	40	_____
TOTAL POINTS			
(100 points maximum)			_____

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations is most advantageous to CHCSA with price and other factors considered.

Evaluator Name: _____

EXHIBIT "H"

COUNTY OF COMMUNITY SERVICE AGENCY
Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems
Proposal No. 2010-156-05-05-otm

EVALUATION SHEET

Proposer's Name _____

Exhibit "C"-Integrity and Financial Resources

Integrity-2.5 points per question per reference/15 points maximum

Reference #1

Q.1 _____

Q.2 _____

Q.3 _____

Reference #2

Q.1 _____

Q.2 _____

Q.3 _____

Financial Resources-2.5 points per positive response/15 points maximum

A _____

B _____

C _____

D _____

E _____

F _____

Exhibit "D"- Technical Knowledge and Experience

Technical Knowledge-2 points per questions per reference/24 points maximum

Reference #1

Q.1 _____

Q.2 _____

Q.3 _____

Q.4 _____

Reference #2

Q.1 _____

Q.2 _____

Q.3 _____

Q.4 _____

Reference #3

Q.1 _____

Q.2 _____

Q.3 _____

Q.4 _____

Length of Experience-1 point per year/5 points maximum

_____ years = _____ points

General-1 point maximum

____ Yes=1 point

____ No=0 point

Exhibit "E"- Material and Labor Prices

POINTS EARNED _____

_____ Lowest Price (after negotiations)

POSSIBLE POINTS _____ 100 _____

POINTS EARNED _____

EVALUATOR NAME: _____

RFP NO: 2010-156-05-05-otm

BUYER: OLGA T. MONTERO

Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

“REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS

MAY 05, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-156-05-05

1. Sealed proposals will be received for **Hidalgo County Community Service Agency – “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-156-05-05-otm- Hidalgo County Community Service Agency – “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems”**, and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, May 05, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-156-05-05-otm—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - “REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING AND/OR COOLING SYSTEMS”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, April 28, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, April 30, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with

regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 Martha L. Salazar, CPPB, Purchasing Agent
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - Name and address of successful proposer
 - Name and address of receiving department or official
 - Purchase Order Number (if any)
 - Notation – **Hidalgo County Community Service Agency – “Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems”**,
 - 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 Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., MAY 05, 2010
Project/Anticipated Award Date: _____, 2010
Commence Work or Deliver Products _____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY COMMUNITY SERVICE –
“REPAIRS, REPLACEMENT AND/OR RETROFIT CENTRAL HEATING
AND/OR COOLING SYSTEMS”
RFP NO: 2010-156-05-05-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

AI-20696

9.F.

Requesting approval of 1 Yr Extension for Lease of Space for Off Premises Storage Area for WIC Program with BIC Investments

CC CONSENT

Date: 04/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Authority to exercise the additional one (1) year extension option as provided under current contract for "Lease of Space Off Premises Storage Area" for WIC Program, under the same rates, terms, and conditions with Richard A. Garza dba BIC Investments.
C-07-009-04-17 Effective: 05/01/2010-04/30/2011

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1292-441-00-350-001-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 4/9/10 \$45,071.95.

Attachments

Link: [Extension Letter](#)

Link: [Current Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:33 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:18 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 03:12 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/07/2010 04:02 PM
Final Approval Date: 04/09/2010



PURCHASING DEPARTMENT
County Of Hidalgo

April 7, 2010

BIC Investements
Richard A. Garza
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Via Facsimile (956) 381-1176

Re: C-07-009-04-17-Lease of Space for WIC Program Off Premises Storage Area

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a (1) one year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 13, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, April 8, 2010, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE
C-07-009-04-17

THIS LEASE is made and entered into by and between, **Richard E. Garza dba BIC Investments** an Individual of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years with the County's option to extend an additional one (1) year term, commencing on, May 1, 2007 and ending on May 1, 2010.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein

provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **\$2,337.30** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3910 W. Freddy Gonzalez, Edinburg, Texas 78539 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property

placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage

to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor

agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months

of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are

condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then

Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased

Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
BIC Investments
Attn: Richard A. Garza
3910 W. Freddy Gonzalez
Edinburg, Tx. 78539

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____ day of _____, 2007.

LESSOR:

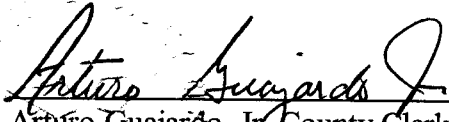
BIC Investments

By: 

Printed Name: Richard A Gaiza

Title: _____

ATTEST:


Arturo Guajardo, Jr. County Clerk

LESSEE:

HIDALGO COUNTY, TEXAS

By: 

Juan D. Salinas, III, County Judge

Approved on Commissioners' Court April 17, 2007

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: 

**EXHIBIT “A”
SPECIFICATIONS**

DESCRIPTION OF PROPERTY

Vol. 31 Page 86 Lot 4 W. University Business Park Subdivision

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID FORM

THE COUNTY OF HIDALGO - WIC PROGRAM "Lease Space WIC-Program Off Premises Storage Area" BID No.: 07-009-04-04-jmt

OPTION I. Initial three (3) years term:

Monthly charge for "Lease space WIC-Program Off Premises Storage Area" as requested, but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term of the contract.

Price at \$.49¢ per square foot. Bldg. Qty. of 4770 sq. ft.
Please write/spell out your bid below in dollars and cents: **Total square feet**
TWO THOUSAND THREE HUNDRED THIRTY SEVEN AND 30/100THS DOLLARS (\$2,337.30)

✓OPTION II. Initial three-years term with an additional one-year-renewal, at County's option:

Monthly charge for "Lease space WIC-Program Off Premises Storage Area" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

Price at \$.49¢ per square foot. Bldg. Qty. of 4770 sq. ft.
Please write/spell out your bid below in dollars and cents: **Total square feet**
TWO THOUSAND THREE HUNDRED THIRTY SEVEN AND 30/100THS DOLLARS (\$2,337.30)

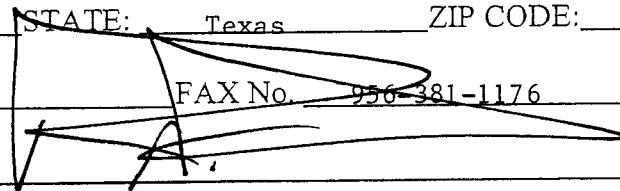
Proposed (address) Location: 3109 W. University Drive Edinburg, TX.
ZC 78539

BIDDER/COMPANY NAME: RICHARD A. GARZA dba BIC INVESTMENTS

ADDRESS: 3910 W. Freddy Gonzalez

CITY: Edinburg STATE: Texas ZIP CODE: 78539

PHONE No: 956-383-6295 FAX No. 956-381-1176

AUTHORIZED SIGNATURE: 

PRINTED NAME: RICHARD A. GARZA

TITLE: Owner

EXHIBIT "C"
LESSOR'S EVIDENCE OF
INSURANCE

PRODUCER
MARBURGER-HOLT INSURANCE AGENCY
 1305 SOUTH CLOSNER
 P O BOX 1198
 EDINBURG TX 78539
 PHONE: 956-383-0117

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
BIC INVESTMENTS
 DBA RICHARD GARZA
 3910 WEST FREDDY GONZALEZ DRIVE
 EDINBURG TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PENN-AMERICA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PAC6526327	AUG 28 06	AUG 28 07	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
					MED. EXP (Any One Person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/OP AGG. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER:				

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED ENDORSEMENT/ SPECIAL PROVISIONS

PREMISES LIABILITY ON THE FOLLOWING LOCATIONS::
 1) 2524 NORTH CLOSNER BLVD, EDINBURG, TEXAS
 2) 3105 WEST UNIVERSITY DRIVE, EDINBURG, TEXAS
 3) 3109 WEST UNIVERSITY DRIVE, EDINBURG, TEXAS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: **CANCELLATION**

COUNTY OF HIDALGO
 EDINBURG, TEXAS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Perr Holt

Attention:

ACORD 25 (2001/08)

Certificate # 3822

Perr Holt

EXHIBIT "A"

BID No. 07-009-04-04-jmt Cont.

Requirements:

1. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**
2. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and 90 days from the date of awarding bid or the award will become void/null.

Terms and Conditions:

1. Term of contract shall be for three (3) years period with County's option to extend the contract for an additional one (1) year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.
2. Bidder must charge by the square foot for rental space.
3. 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.
4. If a new building is to be constructed there should be a completion date of one hundred and twenty (120) days approximately from date bid was awarded. If completion date is not met, bid will become void/null.
5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
6. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
7. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking action.

EXHIBIT "A"

**THE COUNTY OF HIDALGO -WIC PROGRAM
"Lease space WIC Program Off Premises Storage Area"
BID No. 07-009-04-04-jmt
Bid Opening Date: April 04, 2007 at 9:30a.m.**

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Specifications:

1. Building should be in good working condition to provide WIC Program storage facility.
2. Said space should be located within 1/2 mile radius from the WIC Administrative Office located at 3105 W. University Dr., in the city of Edinburg, TX.
3. Must provide a min. of 4,000 square feet to a max. of 5,000 square feet of available space.
4. Building must have handicapped accessible toilet facilities for both men and women, and should meet all ADA requirements.
5. Bid premises must have water sewer, electricity with a central air and heating of the entire building, including garbage pick up.
6. Lessor will be responsible for electrical, air and cooling maintenance. Also by keeping Building free of mold at all time.
7. Building shall be safe from rodents & insects prior to occupancy by the WIC Staff. Also be responsible and at Lessor's expense for pest control throughout contract term.

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 service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

AI-20695

9.G.

**ONE (1) YEAR EXTENSION-ROADWAY LIGHT FIXTURES MAINTENANCE FOR HIDALGO COUNTY PRECINCTS Nos. 1 & 3
CC CONSENT**

Date: 04/13/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the one (1) year term extension as provided in the current contract between Hidalgo County and Victor T. Rios d/b/a Lumatec Lighting Service for: "Roadway Light Fixtures Maintenance for Hidalgo County Precincts No. 1 & 3". Contract No. 2009-095-04-28.

BACKGROUND

Signed letter from Vendor & Insurance Certificate attached

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-00-123-030-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 4-8-10 \$1,800.00

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-005-0-433
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 4-8-10 \$2,058.00

Attachments

Link: signed letter by vendor includes insurance cert.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:30 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:17 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/08/2010 01:59 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Olga Montero
Started On: 04/07/2010 03:59 PM

Final Approval Date: 04/09/2010





PURCHASING DEPARTMENT
County Of Hidalgo

April 07, 2010

Victor T. Rios, Owner
Lumatec Lighting Service
4110 N. Jackson/PO Box 2225
Pharr, Texas 78577

Via Facsimile (956) 664-1854

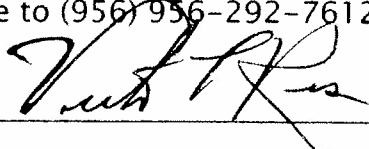
Re: Extension/Renewal - Contract No. C-09-095-04-28 - "Roadway Light Fixtures Maintenance For Hidalgo County Precincts' Nos. 1 & 3"

Dear Mr. Rios:

Commissioners' Court will take applicable action (**Tuesday, April 13, 2010**) in connection with the Hidalgo County's option to extend/renew the **additional one (1) year period** as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is **April 28, 2010**.

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 8, 2010, 3:00 p.m., via-facsimile to (956) 956-292-7612 or via-email olga.montero@co.hidalgo.tx.us.

By:



Date:

4/7/10

Victor T. Rios, Owner
Lumatec Lighting Service

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Olga T. Montero, Buyer II

Hidalgo County Purchasing Department

xc: file

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2010

PRODUCER Willis of Texas, Inc. (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Lumatec Lighting Service P O Box 2225 McAllen, TX 78502	INSURERS AFFORDING COVERAGE
	INSURER A: Essex Insurance Company	39020
	INSURER B: Mt Hawley	37974
	INSURER C: Hartford Underwriters Ins Co	30104
	INSURER D: Travelers Property Casualty	31194
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3DC7548	03/26/10	03/26/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA5943B49709	01/20/10	01/20/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	EMX0307434	08/08/09	08/08/10	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	46WECGD3788	01/22/10	01/22/11	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Extension/Renewal-Contract #NO. C-09-095-04-28 "Roadway Light Fixtures Maintenance for Hidalgo County Precinct, NOS. 1 & 3:

CERTIFICATE HOLDER Hidalgo County Precinct 1 & 3 2812 S Business Hwy 281 New Administration Bldg Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 <i>Brian E Lewis</i>
---	--

AI-20692

9.H.

Requesting approval of Invoices from L&G Consulting Engineers for FM 681 Project

CC CONSENT

Date: 04/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/projected engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11323357-\$32,501.00 for "FM 681 From FM 2221 to SH 107" - C-09-192-06-08;
2. Invoice No. 11323358-\$14,450.00 for "FM 681 Project; From FM 2221/FM 492" - C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323357: Available funds in P.O. #625224 as of 4/9/10 is \$1,257,388.00.

FISCAL YEAR: 2010	ACCT. #: 0-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323358: Available funds in P.O. #625225 as of 4/9/10 is \$657,278.40.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:25 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:16 PM	APRV
3	Perla Lopez	Perla Lopez	04/09/2010 09:23 AM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Rocio Villarreal

Started On: 04/07/2010 03:53
PM

Final Approval Date: 04/09/2010

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323357
INVOICE DATE: 03/31/10

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

<u>DESCRIPTION</u>	<u>CONTRACT</u>	<u>PREVIOUS APPLICATIONS</u>	<u>CURRENT COMPLETED</u>	<u>TOTAL COMPLETED</u>	<u>% COMPL</u>	<u>BALANCE TO FINISH</u>
Engineering services for the month of March 2010.						
13002-ROW Map	6,200.00	5,580.00		5,580.00	90.0	620.00
13020-ROW Map/Sub	158,100.00	142,290.00	7,905.00	150,195.00	95.0	7,905.00
15001-Surv.Plans&Des	677.32				0.0	677.32
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	128,072.00	18,296.00	146,368.00	40.0	219,552.00
16102-Hydraulic Dsgn	40,000.00	14,000.00		14,000.00	35.0	26,000.00
16104-Outfall Dsgn	40,000.00	10,000.00		10,000.00	25.0	30,000.00
16201-Signing	20,000.00		4,000.00	4,000.00	20.0	16,000.00
16202-Pvmt Marking	16,000.00	2,400.00	800.00	3,200.00	20.0	12,800.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00	25,500.00		25,500.00	85.0	4,500.00
16304-Irrigation	30,000.00	12,000.00		12,000.00	40.0	18,000.00
16306-Qty Specs	30,000.00	6,000.00		6,000.00	20.0	24,000.00
16307-Utilities	30,000.00	25,500.00	1,500.00	27,000.00	90.0	3,000.00
32001-Const. Mgnmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	483,224.60	32,501.00	515,725.60	29.6	1,224,887.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323358
INVOICE DATE: 03/31/10

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

<u>DESCRIPTION</u>	<u>CONTRACT</u>	<u>PREVIOUS APPLICATIONS</u>	<u>CURRENT COMPLETED</u>	<u>TOTAL COMPLETED</u>	<u>% COMPL</u>	<u>BALANCE TO FINISH</u>
Engineering services for the month of March 2010.						
13020-ROW Map/Sub	99,200.00	89,280.00	4,960.00	94,240.00	95.0	4,960.00
15001-Surv.Plans&Des	16,611.68				0.0	16,611.68
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	44,380.00	6,340.00	50,720.00	40.0	76,080.00
16102-Hydraulic Dsgn	20,000.00	7,000.00		7,000.00	35.0	13,000.00
16104-Outfall Dsgn	20,000.00	5,000.00		5,000.00	25.0	15,000.00
16201-Signing	10,000.00		2,000.00	2,000.00	20.0	8,000.00
16202-Pvmt Marking	8,000.00	1,200.00	400.00	1,600.00	20.0	6,400.00
16230-Signal/Ill Sub	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00	12,750.00		12,750.00	85.0	2,250.00
16304-Irrigation	15,000.00	6,000.00		6,000.00	40.0	9,000.00
16306-Qty Specs	15,000.00	3,000.00		3,000.00	20.0	12,000.00
16307-Utilities	15,000.00	12,750.00	750.00	13,500.00	90.0	1,500.00
32001-Const. Mgmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	217,907.00	14,450.00	232,357.00	26.5	642,828.40

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323358
INVOICE DATE: 03/31/10
PAGE: 2

SIGN: *C. M. Johnson*
 REQ# 156846
 PO# 625225

BILL TO: 08
 Hidalgo County Pct. #3
 P.O. Box 607
 Mission, TX 78572

JOB: 090502
 FM 681 Project
 From FM 2221/FM 492:
 FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
			ORIGINAL CONTRACT SUM		\$	875,185.40
			CHANGE BY CHANGE ORDER		\$	0.00
			CONTRACT SUM TO DATE		\$	875,185.40
			TOTAL COMPLETED TO DATE		\$	232,357.00
			LESS PREVIOUS INVOICES		\$	217,907.00
			CURRENT PAYMENT DUE		\$	14,450.00


 PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY *NSU* ON *4/2/10*
 GOODS/SERVICES RECEIVED BY *C. M. Johnson* ON *3/3/10*
 0-1315-431-00-123-071-0-841

Hauling Services for All Road Materials

CC CONSENT

Date: 04/13/2010
 Submitted By: Sandra Montalvo, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Hidalgo County Precinct No. 2:
 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract) as attached hereto for "Hidalgo County Precinct No. 2-Hauling Services for All Road Materials" RFB No.: 2010-132-SMA

BACKGROUND

Proposed Schedule of Events:
 1st Advertisement- April 17, 2010
 2nd Advertisement-April 24, 2010
 Bid Opening Date-May 05, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1202-431-00-122-006-0-346
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
 BUDGETARY IMPACT:

Attachments

- Link: [Specifications](#)
- Link: [draft service contract](#)
- Link: [legal notice](#)
- Link: [Memo-Approval of Specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:24 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:16 PM	APRV
3	Roland Garcia	Rolando Garcia	04/08/2010 04:27 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Sandra Montalvo			Started On: 04/07/2010 01:47 PM	
Final Approval Date: 04/09/2010				

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Precinct No. 2
“Hauling Services for All Road Materials”
Bid No.: 2010-132-05-05-SMA

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of one (1) year with the County’s sole discretion to extend for an additional year. Hidalgo County Precinct No. 2 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. Hauling services will be requested on an **as needed basis** by the precinct.

1. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

Location of current pits and plants are as follows:

- **Cold Mix** - Frontera Materials La Joya Plant 3 miles N of US 83 on FM 2221
- **Type D Hot Mix - Gravel**- Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015
- **Type D Hot Mix – Limestone** - Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015
- **Crushed Caliche** - Frontera Materials- 490 Pit- 4 Miles West of US 281 on FM 490 & Reavis Pit 3 miles N of US 83 on FM 2221; and Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

2. Bid price must be on a **per ton basis**.
3. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.
4. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.
5. Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit “E”.
6. Insurance Certificates (Exhibit “C”) must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
7. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit “E1” upon award.
8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.
9. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the “Hauling Services” is to be transported, and to hold the bid for a period of ninety (90) days without taking action thereon.
10. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Precinct No. 2
“Hauling Services for All Road Materials”
Bid No.: 2010-132-05-05-SMA

products, and/or performance of services ordered, or (c) terminated by County with thirty day’s written notice prior to cancellation.

11. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

12. 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.

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Precinct No. 2
“Hauling Services for All Road Materials”
Bid No.: 2010-132-05-05-SMA

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

13 ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandra Montalvo at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandra.montalvo@co.hidalgo.tx.us by no later than, **Wednesday, month date, 2010 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., Friday, month date, 2010.**

DRAFT

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 effective _____ and ending on _____. **Hidalgo County at its sole discretion 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 without cause by County with thirty day's written notice prior to

cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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: _____

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

By: _____
Stephen L. Crain

DRAFT

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

DRAFT

**EXHIBIT “B”
VENDOR’S BID**

DRAFT

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT

Bid No:2010-130-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865
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REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2 “HAULING SERVICES FOR ALL ROAD MATERIALS”

BID OPENING DATE:

MAY 05, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03



1. Sealed bids will be received for **“HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS”** 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 and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2010-132-05-05-SMA HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 05, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2010-132-05-05-SMA- HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful bidder

- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - "**HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
 Hidalgo County Precinct No. 2
 301 E. State
 Pharr, Tx 78577
 (956) 787-1891

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	<u>MAY 05, 2010</u>
Award of Contract	<u>2010</u>
Commence Work or Deliver Products	<u>2010</u>

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit

price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or

performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. 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.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
“HAULING SERVICES FOR ALL ROAD MATERIALS”

To: Martha L. Salazar, CPPB, Purchasing Agent
 Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
 Mailing/Postal Address: 2812 S. Business Hwy. 281
 Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
 Address: _____
 By: _____
 Printed Name: _____
 Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

To: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2

ATTN: Ricardo Cuellar/ Yolanda Cisneros

From: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

Date: March 29, 2010

Re: Bid No. 2010-132-00-00-SMA-Approval of Specifications for Hidalgo County Precinct No. 2-
"HAULING SERVICES FOR ALL ROAD MATERIALS"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to purchasing department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

Form with checkboxes for APPROVE (checked), DISAPPROVE, and APPROVED WITH MODIFICATIONS.

FUNDS AVAILABILITY: X YES / NO/ Other

(Specify)

BUDGET ACCOUNT #: 0-1202-431-00-122-006-0-175 346

Table with 4 columns: AUTHORIZED SIGNATURE, PRINTED NAME, DEPARTMENT, DATE. Contains handwritten signatures and dates.

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, APRIL 05, 2010 @ 10:00 a.m.

Enclosures

Lease of Office Space - City of Pharr

CC CONSENT

Date: 04/13/2010
 Submitted By: Yolanda Velasquez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications/requirements, draft contract etc.) as attached hereto for "Hidalgo County WIC Program-Lease of Office Space - City of Pharr" Bid No. 2010-155-05-05-YZV.

BACKGROUND

Current Contract Expires: June 01, 2010. 1st Advertisement: April 17, 2010 2nd Advertisement: April 24, 2010 Bid Opening Date: May 05, 2010.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-441
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funds available as of 4/9/10 \$45,071.95.

Attachments

Link: [MEMO-DEPT. APPROVAL-SPECIFICATIONS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:17 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:13 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 01:41 PM	APRV
4	Auditor's Office		04/09/2010 04:41 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 04/01/2010 08:44 AM	
Final Approval Date: 04/09/2010				



MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Norma Longoria
WIC Director

Attn: Margarita Gonzalez, **via email:** maque.gonzalez@wic.co.hidalgo.tx.us
Administrative Assistant

From: Yolanda Velasquez
Purchasing Dept., Buyer

Date: March 30, 2010

Re: Bid No. 2010-155-00-00-YZV Approval of Specifications/Requirements for HIDALGO COUNTY-WIC OFFICE – "LEASE OF OFFICE SPACE FOR WIC CLINIC IN THE CITY OF PHARR"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

1. Like option #2 on Term

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 0.1292 44.00.350.001.0.441.

Norma Longoria Norma Longoria 3/30/10
 AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, APRIL 07, 2010 by 2:00P.M.

ENCLOSURES

EXHIBIT "A"
HIDALGO COUNTY-WIC OFFICE
"LEASE OF OFFICE SPACE FOR WIC Clinic in the City of Pharr"
RFB NO.: 2010-155-04--YZV**

SCOPE OF WORK:

Hidalgo County is seeking bidders to establish a contract for "**Lease of Office Space in the City of Pharr**" The proposed building should be in good habitable condition and shall consist as follows:

SPECIFICATIONS:

1. Lease of office space to be located in the **City of Pharr, Texas** within ½ Mile radius from South Business 83.
2. Said office space shall have the designated rooms or areas for conducting WIC functions:
 - Waiting Area
 - Nutrition Education Classroom
 - Computer Area
 - Lab Lactation Room
 - File Room
 - Reception Area
 - Counseling Room
 - Screening Room
 - Lounge Area
 - Two (2) Storage Rooms
3. The proposed office building shall consist of a **minimum of 2,500 square feet to a maximum of 3,000 square feet** of available tile floor space to perform WIC services.
4. **Bidder shall charge by the square foot.** The bid should reflect the actual square feet of the building being proposed.
5. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).
6. The building must meet all American with Disabilities Act (ADA) accessibility requirements for all entrances, restrooms (men and women) and shall be fully handicap accessible for all parking areas.
7. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.
8. The public parking lot must consist of at least twenty (20) parking spaces should made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces and 12 parking spaces for staff should be available leading to the building.
9. Bid premises shall have electricity, water, sewer central air and heating of the entire building and includes garbage pickup. Lessor will be responsible for electrical, keeping building free

mold at all times and central air and cooling maintenance.

10. Building shall be safe from rodents and insects prior to occupancy by Hidalgo County – WIC Program Staff. It will be the Lessor’s responsibility for the expense of the pest control services throughout the term of this contract.
11. Lessor must provide documented proof that the building is asbestos free.
12. Bid premises shall be in good working condition and be handicap accessible to provide services.
13. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
14. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.
15. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder’s expense. All remodeling or renovations shall be completed ninety (90) days after the date of bid award.
16. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements.

1. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements (Exhibit “C”).
2. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.
3. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

TERM AND CONDITIONS:

1. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

2. **OPTION 1** Term of contract shall be for a period of one (1) year. **OPTION 2** This Contract shall commence upon Commissioner's Court approval of RFB/Lease thru December 31, 2010 or upon occupancy by the WIC Program at Hidalgo County's New Precinct 2 Offices Complex.
3. Hidalgo County reserves the right to continue this bid for an additional ninety (90) days grace period at the end of the contract term due to any unforeseen delay in the relocation of the WIC Program to the New Precinct 2 Office Complex.
4. Any contract award to a successful bidder will be in effect until:
 - (a) the contract expires
 - (b) delivery and acceptance of products, and/or performance of services ordered, or
 - (c) terminated by County with a thirty (30) day's written notice prior to cancellation/termination.
5. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.
6. If a new building is to be constructed, there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.
7. 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.
8. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.
9. **BIDDER MUST PROVIDE** the legal description of the property along with your bid and include a proposed 'FLOOR PLAN LAYOUT of your facility.
10. All cost and expenses associated with the preparation and submission of bids proposals and/or quotes shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, April **, 2010. Responses to said inquiries will be sent to applicants via facsimile by no later than, Friday, April **, 2010.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

DRAFT

AI-20606

9.K.

BCAP Application for Payment No. 5 Citriana Village Subdivision Precinct No. 2

CC CONSENT

Date: 04/13/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 5 in the amount of \$45,198.09 from Closner Construction Co., LC contracted vendor for Citriana Village Subdivision as reviewed and submitted by project engineer Cruz-Hogan Consultants, Inc. (C-CAP-2009-183-05-19).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1312-431-00-122-154-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 630113 has \$78,899.50 available balance as of 04/08/10.

Attachments

Link: [Application for Payment No. 5 Citriana Village Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/01/2010 10:18 AM	APRV
2	Purchasing Department	Marty Salazar	04/07/2010 02:37 PM	APRV
3	Budget & Management	Erika Zamora	04/07/2010 02:42 PM	APRV
4	Roland Garcia	Rolando Garcia	04/09/2010 09:24 AM	APRV
5	Auditor's Office		04/09/2010 04:41 PM	NEW

Form Started By: Marcie Jackson

Started On: 03/30/2010 01:58 PM

Final Approval Date: 04/09/2010

AI-20606 4/6/10

SureTec Information Systems, Inc.
Attn: Funds Disbursement Services
9737 Great Hills Trail, Suite 320
Austin, TX 78759

APPLICATION FOR PAYMENT NO. 5

To: Hidalgo County (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract: _____
Project: Citriana Village Subdivision
Owner's Contract No. C-CAP-2009-183-05-19 Engineer's Project No. _____
For Work accomplished through the date of: February 25, 2010

1. Original Contract Price:	\$ 322,888.69
2. Net change by Change Order and Written Agreements(+or-):	\$ -
3. Current Contract Price (1 plus 2):	\$ 322,888.69
4. Total completed and stored to date:	\$ 294,209.29
5. Retainage (per Agreement):	
10% of completed Work:	\$ 29,420.93
of stored material	
Total Retainage:	\$ 29,420.93
6. Total completed and stored to date less retainage (4 minus 5)	\$ 264,788.36
7. Less previous Application for Payments:	\$ 219,590.27
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 45,198.09

Accompanying Documentation:

REQ# 163887 P.O.#630113
0-1312-431-00-122-154-0-841 → \$50,220.10
<-5,022.01> = \$45,198.09

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 3/12/2010

Closner Construction Co., L.C.
CONTRACTOR

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 12th day of March 2010

By: [Signature]



Caroline Closner
Notary Public
My Commission expires: 10/16/2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

CRUZ-HOGAN Consultants, Inc.
ENGINEER
By: [Signature]

INVOICE RECEIVED BY: [Signature] ON 3/23/10
GOODS/SERVICES RECEIVED BY: [Signature] ON 3/23/10

Closner Construction Co., L.C.	Contractor Name
August 3, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	5
Application Date:	January 1, 2010
Period To:	February 25, 2010
Engineer Firm:	CRUZ-HOGAN Consultants, Inc.

Summary														
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Payment Application No 5	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CSJ-3C1080154	Citriana Village Subdivision	\$ 322,888.69		\$ 60,960.00	\$ 19,975.00	\$ 90,065.00	\$ 72,989.19	\$ 50,220.10	\$ 294,209.29	\$ 28,679.40	\$ 29,420.93	\$ 264,788.36	\$ 219,590.27	\$ 45,198.09

Estimate Quantity Update Worksheet

Date: March 11, 2010

Colonia: Citriana Village Subdivision
 Roadway: CSJ-3C1080154
 Control: C-CAP-2009-183-05-19
 Project No: Hidalgo
 County: Est. No: 5

Contractor: Closner Construction Co., L.C.
 Contract Price: \$322,888.69
 Work Done this Mo.: \$294,209.29
 % Complete: 91.12%

Date Began: August 3, 2009
 Contract Time: 163
 Time Charged: 13
 % Time Used: 7.98%

Work Type: Paving & Drainage

Limits:
 From:
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH			FIFTH MONTH			
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	
(901) ADMINISTRATIVE																					
(902) PRELIMINARY ENGINEERING																					
(903) CONSTRUCTION ENGINEERING																					
(904) RIGHT-OF-WAY																					
(905) ROADWAY CONSTRUCTION																					
100	PREP ROW	Sta	35	\$100.00	\$3,500.00	35.000	35.000	\$3,500.00	0.000	0	\$0.00		0	0.00		0	0.00		0	0.00	
340	TYPE "D" H.M.A.C. (1.5")	SY	10,500	\$5.65	\$59,325.00	0.000	0	\$0.00		0	\$0.00		0	0.00		0	0.00	5424.000	5424.000	30,645.60	
247	8" FLEX BASE TYPE "D" GRADE 6	SY	12,500	\$4.85	\$60,625.00	0.000	0	\$0.00		0	\$0.00	8750.000	8750.000	42,437.50	3750.000	12500.000	18,187.50		0	0.00	
260	6" LIME STABILIZATION OF SUBGRADE	SY	12,500	\$2.35	\$29,375.00	0.000	0	\$0.00	6500.000	6500.000	\$15,275.00	4750.000	11250.000	11,162.50	1250.000	1250.000	2,937.50		1250.000	0.00	
310	PRIME COAT (MC-30)	GAL	2,100	\$7.50	\$15,750.00	0.000	0	\$0.00		0	\$0.00		0	0.00		0	0.00	2100.000	2100.000	15,750.00	
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4	\$500.00	\$2,000.00	1.000	1.000	\$500.00	1.000	2.00	\$500.00		0	0.00	2.000	4.000	1,000.00		0	0.00	
531	SIDEWALKS	SY	89	\$29.71	\$2,644.19	0.000	0	\$0.00		0	\$0.00		0	0.00	89.000	89.000	2,644.19		0	0.00	
360	4'X4'X4" CONCRETE TOP ON EXISTING SEWER MAHOLES	EA	11	\$200.00	\$2,200.00	0.000	0	\$0.00		0	\$0.00		0	0.00		0	0.00	11.000	11.000	2,200.00	
506	SOIL EROSION AND SEDIMENT CONTROL	LS	1	\$1,000.00	\$1,000.00	0.500	0.500	\$500.00	0.500	1.000	\$500.00		0	0.00		0	0.00		0	0.00	
(906) DRAINAGE																					
529	18" CURB AND GUTTER	LF	6600	\$6.50	\$42,900.00	0.000	0	\$0.00		0	\$0.00	5610.000	5610.000	36,465.00	990.000	6600.000	6,435.00		0	0.00	
465	TYPE "A" INLET	EA	12	\$1,325.00	\$15,900.00	12.000	12.000	\$15,900.00		0	\$0.00		0	0.00		0	0.00		0	0.00	
465	STORM SEWER MANHOLE	EA	3	\$2,135.00	\$6,405.00	3.000	3.000	\$6,405.00		0	\$0.00		0	0.00		0	0.00		0	0.00	
464	18" RCP CLASS III	LF	880	\$18.50	\$16,280.00	680.000	680.000	\$12,580.00	200.000	880.00	\$3,700.00		0	0.00		0	0.00		0	0.00	
464	24" RCP CLASS III	LF	750	\$28.50	\$21,375.00	750.000	750.000	\$21,375.00		0	\$0.00		0	0.00		0	0.00		0	0.00	
402	TRENCH EXCAVATION PROTECTION	LF	200	\$1.00	\$200.00	200.000	200.000	\$200.00		0	\$0.00		0	0.00		0	0.00		0	0.00	
529	6" CONCRETE VALLEY GUTTER	LF	355	\$28.00	\$9,940.00	0.000	0	\$0.00		0	\$0.00		0	0.00	355.000	355.000	9,940.00		0	0.00	
530	DRIVEWAYS AND TURNOUTS (ASPHALT)	SY	114	\$14.25	\$1,624.50	0.000	0	\$0.00		0	\$0.00		0	0.00		0	0.00	114.000	114.000	1,624.50	
530	DRIVEWAYS AND TURNOUTS (CONCRETE)	SY	965	\$33.00	\$31,845.00	0.000	0	\$0.00		0	\$0.00		0	0.00	965.000	965.000	31,845.00		0	0.00	
Monthly Totals:					\$60,980.00	\$19,975.00	90,065.00	72,989.19	50,220.10												
ADMINISTRATIVE (901)																					
PRELIMINARY ENGINEERING (902)																					
CONSTRUCTION ENGINEERING (903)																					
RIGHT-OF-WAY (904)																					
Roadway (905):					\$4,500.00	\$16,275.00	53,600.00	24,769.19	48,595.60												
Drainage (906):					\$56,480.00	\$3,700.00	36,465.00	48,220.00	1,624.50												

Total to Date

Roadway (905): \$147,739.79
 Drainage (906): \$146,469.50
 Total: \$294,209.29

Prepared and Checked By:

Signature: 
 Printed Name: Ronnie Cruz, P.E.

Date: 3/30/10

COPY